



Community Development

Building | Code Enforcement | Planning | Zoning

AGENDA

PLANNING BOARD MEETING

**CITY COMMISSION CHAMBERS
CITY HALL**

AUGUST 19, 2015

**TRAINING SESSION 6:00PM
REGULAR MEETING 7:00 P.M.**

CALL TO ORDER: CHAIRMAN RICK ROACH

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL: MAMIE DRANE, ADMINISTRATIVE ASSISTANT

APPROVAL OF MINUTES: JUNE 17, 2015 MEETING

BUSINESS ITEMS

1) PUBLIC HEARING: CONSIDER MAKING RECOMMENDATION TO THE CITY COMMISSION CONCERNING THE DEVELOPMENT AGREEMENT AMENDMENT WITH JACK BERRY INC FOR BELMONT RANCH ESTATES, SPECIFICALLY PROVIDING AN EXTENSION OF THE DEVELOPMENT AGREEMENT FOR AN ADDITIONAL FIVE (5) YEARS, TO EXPIRE IN THE YEAR 2020.

2) PUBLIC HEARING: CONSIDER MAKING RECOMMENDATION TO THE CITY COMMISSION CONCERNING THE DEVELOPMENT AGREEMENT AMENDMENT FOR THE LAKES II, SPECIFICALLY ADDRESSING CLUSTER SUBDIVISION REQUIREMENTS AND DEDICATION OF OPEN SPACE.

3) PUBLIC HEARING: CONSIDER MAKING RECOMMENDATION TO THE CITY COMMISSION CONCERNING THE LAKES II, TRACT 4A FINAL SUBDIVISION PLAT. THE LAKES II, TRACT 4A IS GENERALLY LOCATED NORTHEAST OF MACKAY BOULEVARD AND EAST OF GLENCRUITEN AVENUE IN LAKE ALFRED, FLORIDA. THE PROPOSED PLAT IS APPROXIMATELY FOUR (4) ACRES, AND PROPOSES A MAXIMUM OF THIRTEEN (13) SINGLE FAMILY RESIDENTIAL UNITS WITH AN ESTIMATED BUILDOUT POPULATION OF THIRTY-TWO (32) PERSONS AND MAXIMUM BUILDING HEIGHT SHALL NOT EXCEED THIRTY-FIVE (35) FEET.

PUBLIC COMMENTS

BOARD MEMBER COMMENTS

ADJOURN

Any person who decides to appeal any recommendation of the City Commission and/or Planning Board with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to 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. Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk no later than five days prior to the proceeding at 291-5747.

**MINUTES
PLANNING BOARD MEETING
CITY COMMISSION CHAMBERS, CITY HALL
JUNE 17, 2015
7:00 P.M.**

Call to Order: Chair Rick Roach

Invocation and Pledge of Allegiance

Roll Call: Those in attendance were Chair Rick Roach, Vice Chair Irving Spokony, Deborah Hoffman, Karen Abdul-Hameed, Judy Schelfo (late), Joe Hults, Administrative Assistant Mamie Drane, and Community Development Director Valerie Ferrell

APPROVAL OF MINUTES: April 15, 2015

VICE CHAIR SPOKONY Made a motion to approve the Planning Board Meeting minutes for the April 15, 2015 regular meeting: seconded by **BOARD MEMBER HOFFMAN** motion was approved by unanimous voice call vote.

CHAIR ROACH	AYE
VICE CHAIR SPOKONY	AYE
BOARD MEMBER HOFFMAN	AYE
BOARD MEMBER ABDUL-HAMEED	AYE
BOARD MEMBER HULTS	AYE

TRAINING SESSION

The Planning Board watched a presentation from the former American Planning Association President, Mitchell Silver, on the importance of planning and how board members need to be involved in the community.

REGULAR MEETING BUSINESS ITEMS

1) PUBLIC HEARING: CONSIDER MAKING A RECOMMENDATION TO THE CITY COMMISSION TO AMEND SECTION 3.02.03 OF THE CITY OF LAKE ALFRED UNIFIED LAND DEVELOPMENT CODE, RELATING TO PAVEMENT WIDTHS AND ROAD RIGHT-OF-WAY REQUIREMENTS

Community Development Director Ferrell introduced the business item and reviewed the presentation provided at the previous meeting in April. She stated that staff with the Central Florida Regional Planning Council drafted the amendment being presented tonight that accommodates a reduction in road pavement widths.

Jennifer Codo-Salisbury presented the Unified Land Development Code amendment to Section 3.02.03 which provides for a reduction in pavement width requirements within the Green Swamp ACSC for local roads only, to twenty-two (22) feet, where it is required to be twenty-four (24) feet in all other areas of the City. She stated the Green Swamp is environmentally sensitive, so pavement reduction would be encouraged in this area. She stated the pavement reduction can also be an incentive as it costs less and increases safety. Conversely, less

pavement can also reduce the area for cars to pass including emergency vehicles, or less room for on-street parking. She reviewed the criteria an applicant must prove before they may request the reduction in pavement. With staff review and planning board approval, the applicant must meet the criteria before receiving an approval to reduce their pavement widths for local roads.

Chair Roach opened the public hearing.

There were no public comments.

Chair Roach closed the public hearing.

There was discussion regarding the different standards for different type of streets, including arterials (highways governed by Florida Department of Transportation), collectors and local roads. It was clarified the amendment applies to local roads in the Green Swamp only after an applicant has met the criteria to receive the reduction. The Board also expressed concern with on-street parking within neighborhoods and gave a consensus that some limitation on on-street parking must be made by the developer and homeowners association.

Ms. Salisbury suggested an addition to 3.02.03(B)(2)(a)(7): "If on street parking is allowed, such parking shall be limited to one side of the road and shall be regulated through deed restriction and or other binding mechanisms if allowed."

After brief discussion, **Board Member Hults** made a motion to recommend approval of the proposed amendment to Section 3.02.03 in the Unified Land Development as presented by staff with the change read by Ms. Salisbury; seconded by **Board Member Schelfo** and the motion was approved by unanimous voice call vote:

CHAIR ROACH	AYE
VICE CHAIR SPOKONY	AYE
BOARD MEMBER SCHELFO	AYE
BOARD MEMBER HOFFMAN	AYE
BOARD MEMBER ABDUL-HAMEED	AYE
BOARD MEMBER HULTS	AYE

Chair Roach reminded **Board Members** to file their Financial Disclosers.

Community Development Director Ferrell said there are issues to be presented to the Board and there would be a Planning Board Meeting July 15, 2015. She also welcomed Board Member Hults to regular member status, and asked if the Board thought the Alternate positions were still required. The consensus from the board was yes they would like to keep the two alternate positions open, just in case a regular member was unavailable.

There were no further comments.

Vice Chair Spokony made a motion for adjournment, **Board Member Abdul-Hameed** seconded the motion.

Chair Roach adjourned the meeting at 7:57pm.

Respectfully Submitted,
Mamie Drane, Administrative Assistant

**LAKE ALFRED PLANNING BOARD AGENDA
AUGUST 19, 2015**

Training Session: 21st Century Planning Commission – Legal Framework for the Planning Board

21st Century Planning Commission

A panel of presenters — including the authors of the new Planning Commissioners Guide — gives diverse perspectives and practical pointers for new planning commissioners and veterans alike.

Planning commissioners help drive the future of their communities. Need help getting up to speed? Turn to this daylong training program from APA's 2013 National Planning Conference. Part one looks at what planning commissioners do and the ethics of how they do it. Part two maps out vital issues on the planning landscape. A panel of presenters — including the authors of the new Planning Commissioners Guide — gives diverse perspectives and practical pointers for new commissioners and veterans alike.

Presentation Details

D. Legal Framework for the Planning Board

The planning board conducts its work within the framework of state law and specific federal statutes. It makes decisions within the context of local plans, codes and guidelines. Learn what the framework is and how it applies to your community and commission. You will also explore pertinent case law that has influenced the way planning is implemented. It is critical for all board members to understand their authority and responsibility and to know how the landscape of planning and land-use changes over time.

**LAKE ALFRED PLANNING BOARD AGENDA
AUGUST 19, 2015**

Business Item No. 1

PUBLIC HEARING: CONSIDER MAKING RECOMMENDATION TO THE CITY COMMISSION CONCERNING THE DEVELOPMENT AGREEMENT AMENDMENT WITH JACK BERRY INC FOR BELMONT RANCH ESTATES, SPECIFICALLY PROVIDING AN EXTENSION OF THE DEVELOPMENT AGREEMENT FOR AN ADDITIONAL FIVE (5) YEARS, TO EXPIRE IN THE YEAR 2020.

ISSUE: Jack Berry Inc. is requesting approval of a development agreement amendment to their existing agreement previously approved in 2005. This amendment will extend the agreement for an additional 5 years to expire in 2020.

ATTACHMENTS:

- Proposed Amendment to Development Agreement
- Excerpt from ULDC, Section 6.03.00 Re: Development Agreements
- 2006 Belmont Ranch Estates Phase I Preliminary Plat (for reference only)
- Location Map

ANALYSIS: Under Florida Statute, Sections 163.3220 through 163.3243 the City has the authority to enter into development agreements with developers. The development agreement is regarded as supplemental and additional to the powers conferred upon the City by other laws (i.e. zoning, concurrency, development approvals, etc.). Belmont Ranch Estates was first approved in concept in 2006, and construction plans with permits were approved in 2008. Due to the housing market conditions at the time, the project was placed on hold, however the applicant requested the City honor the terms of the Development Agreement specifically relating to prepaid impact fees and reservation of water/wastewater capacities. The applicant has been consistent in honoring the terms of the agreement, continuing to provide annual updates and showing good faith effort to maintain active permits on the site. The amendment proposes the following:

- The Development Agreement term will be extended an additional 5 years, to expire in 2020. Section 163.3229, Florida Statutes, states that the duration of an agreement may be up to 30 years, and even extended further by mutual consent of both parties.

PLANNING BOARD MOTION OPTIONS:

Approval – “I Make a motion to forward the proposed Development Agreement Amendment with Jack M. Berry Inc. to the City Commission with a recommendation of approval as presented.

Approval with Changes/Conditions – “I make a motion to forward the proposed Development Agreement Amendment with Jack M. Berry Inc. to the City Commission with a recommendation of approval with changes or conditions.”

Denial – “I make a motion to forward the proposed Development Agreement Amendment with Jack M. Berry Inc. to the City Commission with a recommendation of denial based on the findings...”

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE BELMONT RANCH ESTATES DEVELOPMENT AGREEMENT, is made this _____ day of _____, 2015, by and between JACK M. BERRY, INC., a Florida corporation (hereinafter the "Developer"), and the CITY OF LAKE ALFRED, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter the "City"), pursuant to the authority of Sections 163.3220-163.3243, (the "Florida Local Government Development Agreement Act" or the "Act").

WITNESSETH

WHEREAS, Developer owns and holds the land within the municipal boundaries of the City of Lake Alfred, which land Developer seeks to develop; and

WHEREAS, Developer and City previously entered into that certain Development Agreement dated July 18, 2005, recorded in the Official Records of Polk County, Florida Book 06306, Pages 0276-0290 (hereinafter the "Development Agreement"); and

WHEREAS, Developer has demonstrated good faith compliance with the terms of the Development Agreement and has met its obligations having paid the prepaid utility impact fees for 350 units in the amount of \$1,085,000, which the City currently holds in reserve; and

WHEREAS, Developer has indicated the current economic conditions remain unfavorable for initiating the planned development at this time; and

WHEREAS, Section 163.3229, Florida Statutes that development agreements may not exceed 30 years, unless it is extended by mutual consent of the governing body and the developer; and

WHEREAS, the current Development Agreement between Developer and the City has a term of ten (10) years which commenced on or about August 25, 2005 and will terminate on or about August 25, 2015; and

WHEREAS, the Developer and City desire to amend the Development Agreement, extending the term of the agreement for an additional 5 years, as authorized by Section 163.3229, Florida Statutes, as more specifically set forth in this Amendment to Development Agreement (hereinafter the "Amendment"); and

WHEREAS, it is therefore deemed to be in the interest of the public health, safety and welfare for the City and Developer to agree to the Amendment.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1.0 Recitals. The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the parties agree is the basis of this Development Agreement.

2.0. Amendment. Paragraphs 14.0 is hereby amended to read:

14.0 Effective Date and Duration: This Development Agreement shall become effective after it has been recorded in the public records of Polk County and thirty (30) calendar days have elapsed since being received by the Florida Department of Economic Opportunity (the "Effective Date"). This Development Agreement shall remain in effect until the earlier of the completion of the Development or the expiration of five (5) years after the Effective Date of the First Amendment dated _____, 2015, unless otherwise extended or earlier terminated as provided for herein. The foregoing notwithstanding, the parties may agree to extend the Development Agreement further so as to allow the full statutory duration in accordance with Section 163.3229, Florida Statutes (2014). This Development Agreement may be terminated only by mutual consent of the parties. This paragraph 14.0 is not intended to limit the duration of the reservation of capacity as provided in paragraph 5.4.

All other provision of the Development Agreement, as amended herein, are hereby ratified and confirmed by the parties and shall remain in full force and effect.

3.0 Recordation and Compliance with the Act. Pursuant to Florida Local Government Development Agreement Act, within 14 days after the City approves and executes this Amendment, the City shall record the Amendment in the public records of Polk County. The Developer shall be responsible for the costs of recording this Amendment. Within 14 days after this Amendment is recorded, the City shall submit this Amendment to the Florida Department of Economic Opportunity.

4.0 Effective Date. This Development Agreement shall become effective after it has been recorded in the public records of Polk County and thirty (30) calendar days have elapsed since being received by the Florida Department of Economic Opportunity.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Development Agreement on the day(s) and year set forth on the following page.

**CITY COMMISSION
CITY OF LAKE ALFRED**

ATTEST:

By: _____
Ameé Bailey Speck, City Clerk

By: _____
Charles O. Lake, Mayor

Date: _____

Approved as to Form and Legal Sufficiency:

By: _____
Frederick J. Murphy, Jr., City Attorney

JACK M. BERRY INC.

Witness

By: _____

Witness

Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument is hereby acknowledged before me this _____ day of _____, 2015, by _____, as _____ of JACK M. BERRY INC. on behalf of the company. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
My Commission Expires: _____

6.03.00 Development Agreements

6.03.01 General Provisions

The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning. Assurance to a developer that upon receipt of his development permit he may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.

It is the intent of this Section to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development, all in conformity with and to carry out the purposes of the Lake Alfred Comprehensive Plan and the Local Government Comprehensive Planning and Land Development Regulation Act.

6.03.02 Authority

This intent is affected by exercising the authority granted the City to enter into development agreements with developers under F.S. Sections 163.3220 through 163.3243. This Section shall be regarded as supplemental and additional to the powers conferred upon the City by other laws and shall not be regarded as in derogation of any powers now existing.

6.03.03 Procedures

6.03.03.01 Application for Development Agreement

The developer shall make application for a development agreement through the Development Director and pay an application fee set by resolution.

6.03.03.02 Public Hearing

Before entering into, amending or revoking a development agreement, the City shall conduct at least two (2) public hearings, one of which shall be held by the Planning and Zoning Board.

6.03.03.03 Notice of Hearing

Notice of intent to consider a development agreement shall be advertised approximately

seven (7) days before each public hearing in a newspaper of general circulation and readership in Polk County. Notice of intent to consider a development agreement shall also be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.

6.03.03.04 Contents of Notice

The notice shall specify the location of the land subject to the development agreement, the development uses proposed on the property, the proposed population densities, and the proposed building intensities and height and shall specify a place where a copy of the proposed agreement can be obtained.

6.03.04 Contents and Duration of Development Agreement

- (A) Contents. A development agreement shall include the following:
- (1) A legal description of the land subject to the agreement and the names of its legal and equitable owners.
 - (2) The duration of the agreement.
 - (3) The development uses permitted on the land, including population densities, and building intensities and height.
 - (4) A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development.
 - (5) A description of any reservation or dedication of land for public purposes.
 - (6) A description of all local development permits approved or needed to be approved for the development of the land.
 - (7) A finding that the development permitted or proposed is consistent with the City's Comprehensive Plan and land development regulations.
 - (8) A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the City for the public health, safety, or welfare of its citizens.
 - (9) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.
 - (10) A development agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.
- (B) Duration of Agreement. The duration of a development agreement shall not exceed five (5) years. It may be extended by mutual consent of the City and the developer, subject to a public hearing in accordance with 6.02.03.02-6.02.03.04 above.

6.03.04.01 Applicability of Laws

- (A) Consistency With Plan And Regulations. A development agreement and authorized development shall be consistent with the City's Comprehensive Plan and land development regulations.
- (B) Development Governed By Laws In Effect At Execution. The City's laws and policies governing the development of land at the time of the execution of the development agreement shall govern the development of the land for the duration of the development agreement.
- (C) Applicability Of Subsequent Laws. The City may apply subsequently adopted laws and policies to a development that is subject to a development agreement only if the City has held a public hearing and determined:
 - (1) They are not in conflict with the laws and policies governing the development agreement and do not prevent development of the land uses, intensities, or densities in the development agreement;
 - (2) They are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement;
 - (3) They are specifically anticipated and provided for in the development agreement;
 - (4) The City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the development agreement; or
 - (5) The development agreement is based on substantially inaccurate information supplied by the developer.
- (D) Rights Vested Pursuant To Common Law. This Section does not abrogate any rights that may vest pursuant to common law.

6.03.05 Review, Amendment, Termination

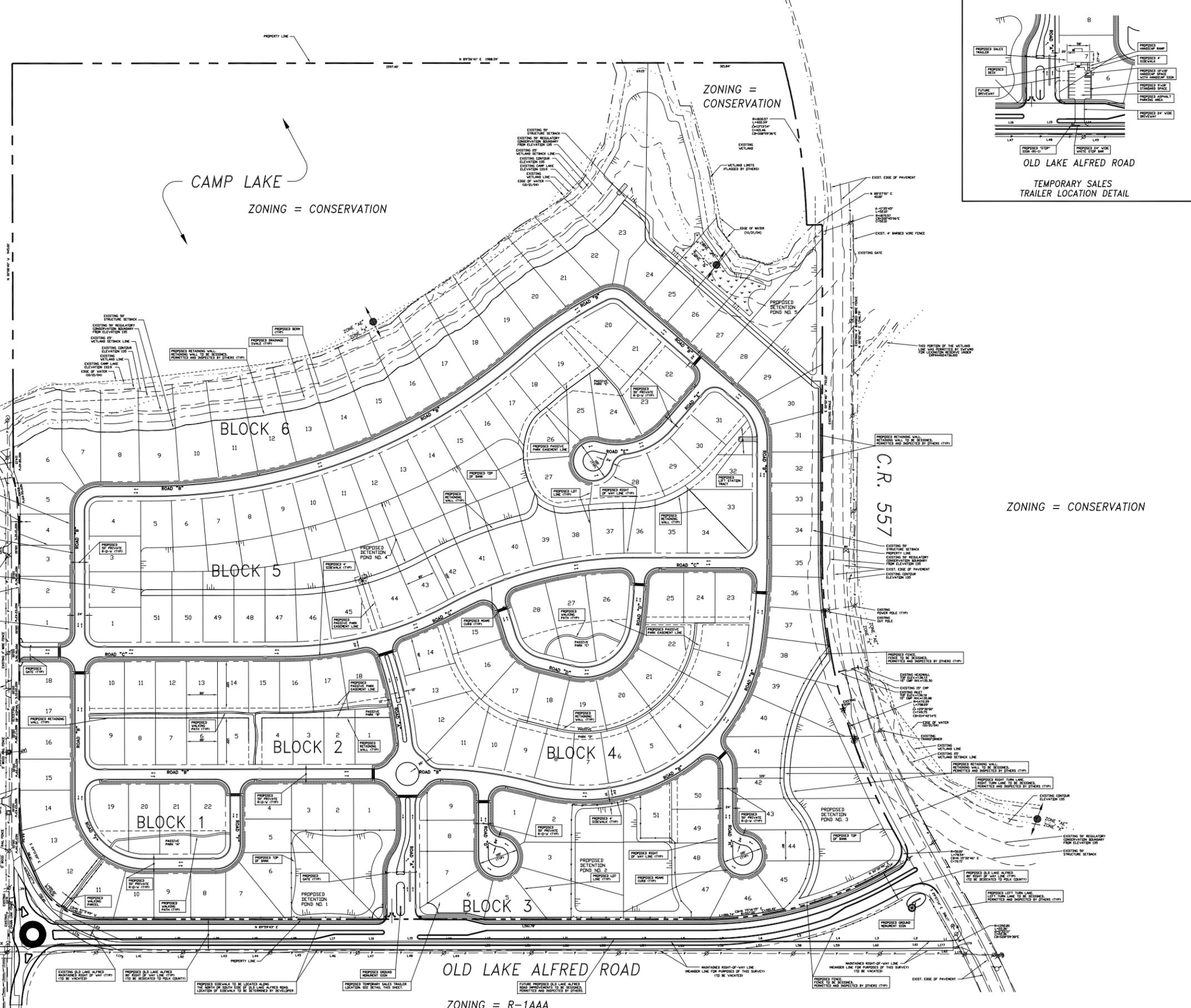
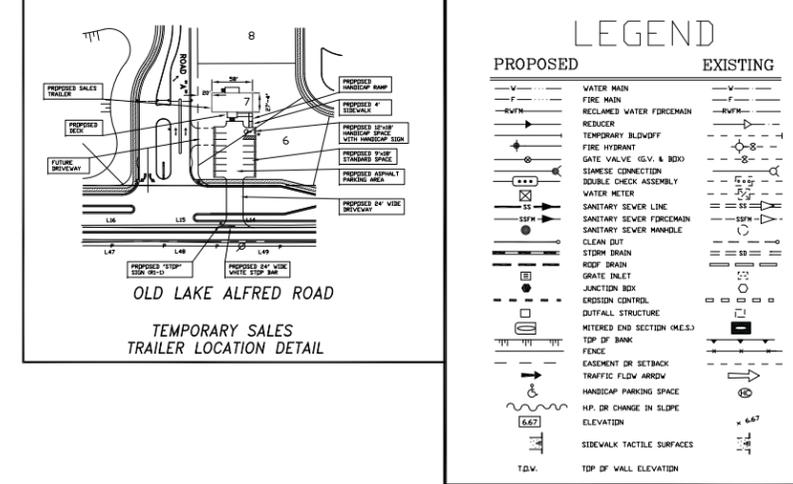
- (A) Periodic Review of Agreements. The City shall inspect land subject to development agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of the development agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of the development agreement, the agreement may be revoked or modified by the City.

- (B) Amendment or Cancellation of Agreement. A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest.
- (C) Modification or Revocation to Comply with Subsequent State and Federal Law. If state or federal laws are enacted after the execution of a development agreement that are applicable to and preclude the parties' compliance with the terms of a development agreement, such agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

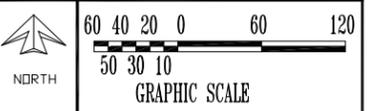
6.03.06 Recording and Enforcement

- (A) Recording of Agreement. Within 14 days after the City enters into a development agreement, the City shall record the agreement with the clerk of the circuit court. A copy of the recorded development agreement shall be submitted to the Department of Community Affairs within 14 days after the agreement is recorded. The burdens of the development agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.
- (B) Enforcement of Agreement. Any party, any aggrieved or adversely affect person as defined in F.S. 163.3215(2), or the Department of Community Affairs, may file an action for injunctive relief in circuit court to enforce the terms of a development agreement or to challenge the validity of the agreement.

LINE	BEARING	LENGTH
L1	S85°10'00"W	42.13
L2	S89°49'24"W	100.00
L3	N89°49'24"W	100.00
L4	S89°49'24"W	100.00
L5	N89°39'39"W	100.00
L6	S89°39'39"W	100.00
L7	S89°39'39"W	100.00
L8	N89°39'39"W	100.00
L9	N89°39'39"W	100.00
L10	N89°39'39"W	100.00
L11	S89°49'24"W	100.00
L12	N89°39'39"W	100.00
L13	S89°39'39"W	100.00
L14	N89°39'39"W	100.00
L15	S89°39'39"W	100.00
L16	S89°39'39"W	100.00
L17	S89°39'39"W	100.00
L18	N89°39'39"W	100.00
L19	S89°39'39"W	100.00
L20	N89°39'39"W	100.00
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L26	N89°39'39"W	100.00
L27	N89°39'39"W	100.00
L28	N89°39'39"W	100.00
L29	N89°39'39"W	100.00
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L73	N89°39'39"W	100.00
L74	N89°39'39"W	100.00
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L77	N89°39'39"W	100.00
L78	N89°39'39"W	100.00
L79	N89°39'39"W	100.00
L80	N89°39'39"W	100.00



CONTRACTOR TO CALL "SUNSHINE" AT 1-800-432-4770, 48 hrs. PRIOR TO ANY CLEARING OR CONSTRUCTION FOR EXISTING UTILITY LOCATIONS.



SITE DATA

USE = SINGLE FAMILY SUBDIVISION	
ZONING = R-1AAA	
FUTURE LAND USE = VERY LOW DENSITY RESIDENTIAL - VLDR	
TOTAL SITE AREA =	105.59 AC.±
UPLAND AREA =	78.93 AC.±
CAMP LAKE AREA =	23.80 AC.±
EXISTING WETLAND AREA =	2.86 AC.±
RETENTION POND AREA =	12.23 AC.±
PERIMETER BUFFER AREA =	1.63 AC.±
PASSIVE PARK AREA =	3.33 AC.±
50' REGULATORY CONSERVATION AREA =	1.31 AC.±
50' STRUCTURE SETBACK AREA =	2.18 AC.±
25' WETLAND SETBACK AREA =	2.27 AC.±
REQUIRED 30% OPEN SPACE UPLAND AREA x 30% = 78.93 x 30% =	23.68 AC.±
PROVIDED 30% OPEN SPACE OPERATOR BUFFER AREA + PASSIVE PARK AREA + EXISTING WETLAND AREA =	23.68 AC.±
RETENTION POND AREAS + 50' REGULATORY CONSERVATION AREA + 50' STRUCTURE SETBACK AREA + 25' WETLAND SETBACK AREA =	25.84 AC.±
REQUIRED 10% RECREATION USE / PASSIVE PARKS / PEDESTRIAN TRAILS UPLAND AREA x 10% = 78.93 x 10% =	7.89 AC.±
PROVIDED 10% RECREATION USE / PASSIVE PARKS / PEDESTRIAN TRAILS (PASSIVE PARK AREA + PERIMETER BUFFER + 50' REGULATORY CONSERVATION AREA + 50' STRUCTURE SETBACK AREA) =	6.48 AC.±

NOTES:

- A S.W.F./M.D. PERMIT WILL BE OBTAINED.
- THE POST DEVELOPMENT RUNOFF WILL NOT EXCEED THE PRE-DEVELOPMENT RUNOFF FOR THE 25 YEAR 24 HOUR STORM EVENT.
- THE HOME OWNER'S ASSOCIATION WILL MAINTAIN THE ON-SITE DRAINAGE, STORAGE, AND OPEN SPACE. CITY OF LAKE ALFRED TO MAINTAIN ON-SITE AND OFF-SITE WATER DISTRIBUTION AND SANITARY SEWER SYSTEMS.
- PROPOSED LANDSCAPING SHALL BE IRRIGATED BY AN IRRIGATION WELL, HOWEVER, WHEN RESUSE IS MADE AVAILABLE TO THE SITE, OWNER TO CONNECT TO REUSE SYSTEM WITHIN 365 DAYS.
- ALL DISTURBED OPEN SPACE TO BE SOIDED.
- A COPY OF THE S.W.F./M.D. & EPA PERMIT WILL BE SUBMITTED TO THE CITY OF LAKE ALFRED WITH THE CONSTRUCTION DRAWINGS.
- WATER CLOSETS AND SHOWERS TO USE LOW VOLUME WATER USAGE.
- BEST MANAGEMENT PRACTICES WILL BE MAINTAINED AND WILL COMPLY WITH CITY OF LAKE ALFRED.
- DIMENSIONS ALONG CURVES ARE ARC DISTANCES.
- RAMP AND APPROACHES TO COMPLY WITH FAC 1994 EDITION.
- TREES SHALL BE PLANTED AS PER CITY OF LAKE ALFRED DRAINAGE TREE SPECIES WILL BE ACCORDING TO LAKE ALFRED DRAINAGE.
- THE PROPERTY SHOWN HEREIN LIES IN ZONES "A" AND "B" AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 121050335 F AND 121050335 F AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP EFFECTIVE DECEMBER 20, 2000. ADDITIONALLY THE BASE FLOOD ELEVATION (1000YR) OF 124.7 FEET FOR LAKE EVA NO. 1 AND LAKE GRIFFIN, 133.0 FEET FOR GUM LAKE, 133.9 FEET FOR CAMP LAKE, AND 133.0 FEET FOR GRASSY LAKE NO. 1 AS SHOWN HEREIN IS THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) INSURANCE FLOOD STUDY DATED 12/02/00.
- STREET LIGHTING TO BE PROVIDED BY YARD LIGHTING.
- THERE ARE TO BE NO FENCES INSTALLED WITHIN THE DRAINAGE AND MAINTENANCE EASEMENTS.
- HANDICAP RAMPS TO COMPLY WITH CITY OF LAKE ALFRED REQUIREMENTS.
- SOLID WASTE WILL BE CURB SIDE PICK UP BY THE CITY OF LAKE ALFRED.
- INTERNAL DRAINAGE SYSTEM AND DETENTION PONDS SHALL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION.
- NO PERMIT WILL BE ISSUED IF WATER TAPS TWD (2) INCHES AND LARGER AND FIRE TAPS TWD (4) INCHES AND LARGER DO NOT HAVE A TAP AUTHORIZATION FROM THE LAKE ALFRED DEPARTMENT OF UTILITIES.
- OWNER/DEVELOPER TO COORDINATE WITH FPL ON OWNER AND CONDUIT LOCATION FOR STREET LIGHTING.
- ALL LOTS WITHIN THE BELMONT RANCH ESTATES SUBDIVISION ARE PROHIBITED FROM INSTALLING DRIVEWAY ACCESS TO PUBLIC ROADS.
- PROPOSED GROUND SIGNMENT SIGN SHALL MEET CITY OF LAKE ALFRED DESIGN STANDARDS.
- THE PROJECT WILL BE CONSTRUCTED IN ONE (1) PHASE.

CLIENT: TAYLOR WOODROW 877 EXECUTIVE CENTER DRIVE WEST SUITE 201 ST. PETERSBURG, FL. 33702	PROJECT NAME: SEC. 20 TWP. 27S RNG. 26E BELMONT RANCH ESTATES PHASE I PRELIMINARY PLAT MASTER SITE PLAN	PROJECT NUMBER: 06-1588 SCALE: 1"=120'	NO. DATE BY REVISIONS	©2005 by Professional Engineering Resources, Inc. All Rights Reserved. The arrangements depicted herein are the sole property of Professional Engineering Resources, Inc. and may not be reproduced in any form without its written permission.	PEER PROFESSIONAL ENGINEERING RESOURCES, INC. 646 94th AVE. NORTH ST. PETERSBURG, FL. 33702 CIVIL ENGINEERS, PLANNERS, PERMIT EXPEDITORS (727) 578-5807	DRAWING TYPE: PRELIMINARY CONSTRUCTION RECORD	DESIGNED BY PVS DRAWN BY SAG CHECKED BY PVS DATE 3-10-06 APPROVED PAUL V. SHERMA, REG. NO. 35628	SHEET NUMBER: 2
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**LAKE ALFRED PLANNING BOARD AGENDA
AUGUST 19, 2015**

Business Item No. 2

**PUBLIC HEARING: CONSIDER MAKING
RECOMMENDATION TO THE CITY COMMISSION
CONCERNING THE DEVELOPMENT AGREEMENT
AMENDMENT FOR THE LAKES II, SPECIFICALLY
ADDRESSING CLUSTER SUBDIVISION
REQUIREMENTS AND DEDICATION OF OPEN
SPACE.**

ISSUE: WM SUB LA, LLC is requesting approval of a development agreement amendment to their existing agreement previously approved in 2010. This amendment will clarify and confirm cluster subdivision requirements and dedication of open space.

ATTACHMENTS:

- Proposed Amendment to Development Agreement
- Excerpt from ULDC, Section 6.03.00 Re: Development Agreements
- The Lakes Development overall map (for reference only)

ANALYSIS: Under Florida Statute, Sections 163.3220 through 163.3243 the City has the authority to enter into development agreements with developers. The development agreement is regarded as supplemental and additional to the powers conferred upon the City by other laws (i.e. zoning, concurrency, development approvals, etc.). The Lakes of Lake Alfred was first approved in concept in 2004. The total development encompassed 8 individual tracts totaling about 589 homes. Tracts 1-3 have been successfully platted and almost completely developed. Prior to foreclosure proceedings, Tract 4a was platted and infrastructure was partially complete in January 2007. The Planning Board and City Commission acknowledged that a new owner wished to proceed with the future Tracts 4, 5, 6 and 7 as a separate development project. Therefore, both Planning Board and City Commission approved a Development Agreement for this half of The Lakes, now referred to as The Lakes II. Due to market conditions, the new owner, WM SUB LA, LLC, is requesting to plat an additional 13 lots, referred to as Tract 4A. During this review process, it was noted that some items were not adequately addressed in The Lakes II Development Agreement. The amendment proposes the following:

- Tracts 4 and 4A will develop within the parameters of the R-1A for cluster zoning maximum density of 4.2 units per acre, and future Tracts 5 and 6 will develop within the parameters of R-1AA for cluster zoning with a maximum density of 3.6 units per acre, all in accordance with the City's Comprehensive Plan and the Unified Land Development Code.
- Owner will dedicate open space pursuant to cluster subdivision regulations. The open space tract is approximately 11 acres on the east side of the canal between Lakes Haines and Rochelle. The property is mostly wetlands and will be dedicated to the City prior to any issuance of Certificates of Occupancy in Tracts 5 or 6.
- Owner will grant access to the City via easement to the lift station on Tract 7. Transfer ownership of lift station to City to occur prior to any issuance of Certificates of Occupancy in Tracts 5 or 6.
- Owner will complete construction according to approved plans for Tract 4 and Tract 4A. The owner has secured its obligations for the improvements by posting a Subdivision Bond for \$126,444.00

**LAKE ALFRED PLANNING BOARD AGENDA
AUGUST 19, 2015**

PLANNING BOARD MOTION OPTIONS:

Approval – “I make a motion to forward the proposed Development Agreement Amendment with WM SUB LA, LLC. to the City Commission with a recommendation of approval as presented.

Approval with Changes/Conditions – “I make a motion to forward the proposed Development Agreement Amendment with WM SUB LA, LLC. to the City Commission with a recommendation of approval with changes or conditions.”

Denial – “I make a motion to forward the proposed Development Agreement Amendment with WM SUB LA, LLC. to the City Commission with a recommendation of denial based on the findings...”

FIRST AMENDMENT TO THE LAKES II DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE LAKES II DEVELOPMENT AGREEMENT (hereafter First Amendment) , made and entered into this _____ day of _____, 2015, by and between WM SUB LA, LLC. a Florida limited liability company (The “Owner”), whose address is c/o Walton International Group (USA), Inc., 4800 North Scottsdale Road, Suite 400, Scottsdale, Arizona 85251 and the CITY OF LAKE ALFRED, a municipal corporation organized and existing under the laws of the State of Florida (the “City”), whose address is 155 E Pomelo Street, Lake Alfred, FL 33850;

WITNESSETH:

WHEREAS, the City and Central Suburban, Inc. previously entered into a Development Agreement for The Lakes residential development (the “Lakes I Agreement”) on May 3, 2004, as recorded in Official Records Book 5761, Pages 1170 to 1182, public records of Polk County, Florida which addressed development of the Lakes residential development to be constructed in two (2) phases (Phase one consisting of Tracts 1, 2, 3, 4 5, 6, 7, 8 and Phase two consisting of lands which are now owned by the City and referred to as MacKay Gardens and Preserve); and

WHEREAS, paragraph 3.9 of the Lakes I Agreement states the owner shall convey to the master homeowners association or the City a parcel of land, not to exceed (11) acres, more particularly described and depicted in the attached composite Exhibit “C” to the Lakes I Agreement, to be used for open space / conservation, in conjunction with and in satisfaction of the requirements of the City’s Land Development Regulations for Cluster Development; and

WHEREAS, as a result of a foreclosure action filed in the Circuit Court in and for Polk County, Florida under case number E 53-2008CA-001254-0000-LK by Builders Mortgage Company LLC against Central Suburban, Inc., Meridian Land Holdings, LLC, acquired ownership of the lands subject to the terms of the Lakes I Agreement; and

WHEREAS, on February 1, 2010, the City and Meridian Land Holdings, LLC entered into a Development Agreement for The Lakes II residential development which revised the Lakes I Agreement and allowed for among other things a revised Development Plan for the Lakes residential development (the “Lakes II Agreement”) which Lakes II Agreement was recorded on February 1, 2010, in Official Records Book 8075, Pages 748 to 760, public records of Polk County, Florida; and

WHEREAS, the Owner purchased the lands comprising the Lakes residential development which was the subject of the Lakes II Agreement, more particularly described in Exhibit “A” attached hereto and incorporated herein by reference from Meridian Land Holdings,

LLC by virtue of that Special Warranty Deed dated August 19, 2014 and recorded on August 19, 2014 in Official Records Book 9319, Pages 114-122, public records of Polk County, Florida; and

WHEREAS, Owner desires to continue the development of the Lakes residential development (Tracts 4, 5, 6, and 7) by developing the (71) lots within the Lakes residential development and which were heretofore platted as Tract 4, The Lakes, as recorded in Plat Book 146, Pages 2 and 3, public records of Polk County, Florida and further develop the subject lands pursuant to a revised Development Plan which is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the Owner wishes to revise the Development Plan from that Development Plan that was part of the original Development Agreement and the Lakes II Development Agreement, in accordance with that revised Development Plan which is attached hereto as Exhibit "B" and incorporated herein by reference, in order to proceed with platting and development of an additional (13) lots within said lands in the immediate future and future development as outlined in the revised Development Plan attached hereto as Exhibit "B" as well as further address the dedication of approximately 11 acres of adjacent undeveloped land for open space/ conservation along with access to such 11 acres from Tract 7 of the Lakes residential development; and

WHEREAS, the Lakes II Agreement contemplates and authorizes amendments thereto and in particular paragraph 15 specifically allows an amendment by mutual consent of the Owner and the City; and

WHEREAS, the Owner and City desire to amend the Lakes II Agreement to more particularly address the conveyance and/or dedication of the approximate eleven (11) acre tract for open space / conservation to satisfy the requirements of the City's Land Development Regulations for Cluster Development and to provide and allow access from Tract 7 of the Lakes residential development to the said approximate eleven (11) acre tract as more specifically depicted and described on Exhibit "D" attached hereto and incorporated by reference herein and further develop the remaining lands comprising the Lakes residential development in accordance with the revised Development Plan attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, revising the Lakes II Agreement and entering into this First Amendment between the Owner and the City to reflect these changes and amendments is in the best interest of the citizens and residents of the City.

NOW THEREFORE, the Owner and City in consideration of the recitals set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, mutually agree to enter into this First Amendment to amend the Lakes II Development Agreement as follows:

A. Revised Paragraph 3.4 The Property as depicted in the revised Development Plan attached as Exhibit "B", is presently designated Low Density Residential on the Future Land Use Map element of the City's Comprehensive Plan and each Tract (Tract 4

R1-A-C, Tract 4A R-1A-C, Tract 4B R-1A-C, Tract 5 R-1AA-C, Tract 6 R-1AA-C, and Tract 7 Public Buildings and Grounds has the current zoning district as set forth herein and which appears on the City's official zoning map. The Property as depicted on the revised Development Plan attached hereto as Exhibit "B" is part of a Cluster Development as that is defined within the City's Land Development Regulations and, has met the obligations and satisfied requirements of open space/conservation set forth in the City's Land Development Regulations as more particularly provided in Table of Development Standards 2.04.01(B) in the City's Land Development Regulations, as hereinafter set forth, together with the development uses, densities, intensities and building heights as follows:

B. New Paragraph 3.8 Owner shall convey or cause to be conveyed and/or dedicated to the City as more particularly referenced in Paragraph 3.6 hereof, a parcel of land, not to exceed (11) acres, from that certain area particularly described and depicted in the attached composite Exhibit "D", to be used for open space/conservation, in conjunction with and in satisfaction of the requirements of the City's Land Development Regulations for Cluster Development. In addition, Owner shall convey and/or dedicate said parcel of land along with sufficient access from Tract 7 of the Lakes residential development in order to access the said parcel of land before any vertical construction of any residential units shall receive Certificates of Occupancy or its functional equivalent from the City within future Tracts 5 and 6 of the Lakes residential development.

C. Revised Exhibit "A" [The Lakes II Legal Description and Boundary Survey], Exhibit "B" [The Lakes II Revised Development Plan], Exhibit "C" [Remaining Infrastructure Certificate] and new Exhibit "D" [11-acre Open Space Legal Description and Sketch], and new Exhibit "E" [Tract 7 Lift Station Legal Description and Sketch] are hereby amended and attached hereto and incorporated herein by reference to the Lakes II Development Agreement.

D. All other provisions of the Lakes II Development Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first stated above.

[Signatures on following page]

IN WITNESS WHEREOF, Owner has caused these presents to be duly executed this ____ day of _____ 2015.

WM SUB LA, LLC,
a Florida limited liability company

By: WM Holdings CG, LLC, a Delaware limited liability company, its Sole Member

By: Walton WMCG Investor, LLC, a Delaware limited liability company, its Manager

By: WDH Management, Inc., a Delaware corporation, its Manager

By: _____

Print Name: _____
Authorized Signatory

By: _____

Print Name: _____
Authorized Signatory

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this ____ day of _____ 2015 before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared _____ and _____, as Authorized Signatories of WDH Management, Inc., a Delaware corporation, Manager of Walton WMCG Investor, LLC, a Delaware limited liability company, Manager of WM Holdings CG, LLC, a Delaware limited liability company, Sole Member of WM SUB LA, LLC, a Florida limited liability company, on behalf of the company. They are personally known to me and acknowledged that they executed the foregoing instrument for and on behalf of the company as such officer for the purposes therein expressed and that they are duly authorized by the company to do so.

Signature of Notary Public

(Notary Seal)

Print Name of Notary Public

I am a Notary Public of the State of _____, and my commission expires on _____.

IN WITNESS WHEREOF, City has caused these presents to be duly executed this ____ day of _____ 2015.

**CITY COMMISSION of the
CITY OF LAKE ALFRED, FLORIDA,**
a municipal corporation organized and existing
under the laws of the State of Florida

Charles O. Lake
Mayor

ATTEST:

Amee Bailey-Speck
City Clerk

Approved as to Form and Legal Sufficiency:

Frederick J. Murphy, Jr., City Attorney

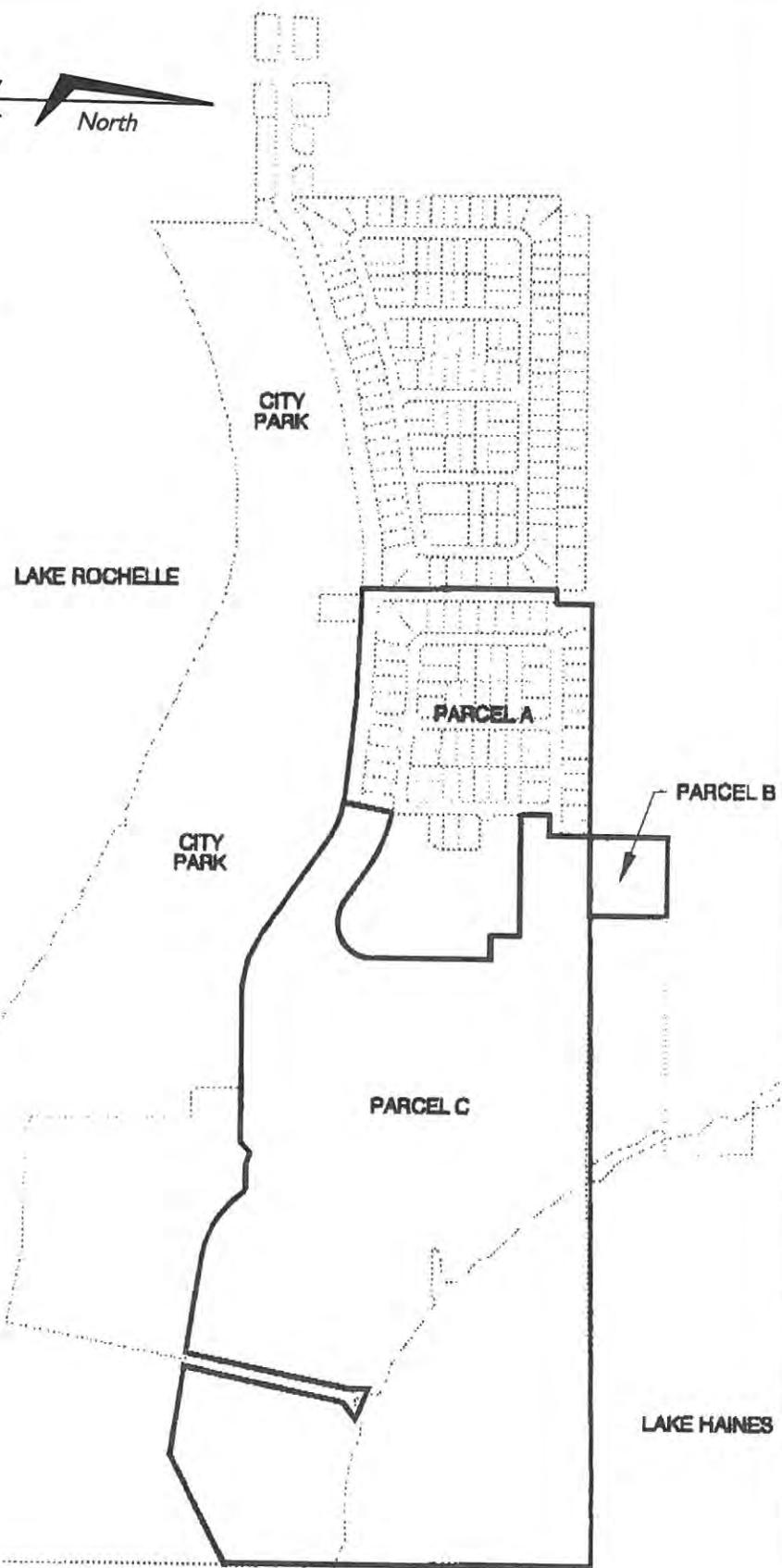
Parcel A
Tract 4, The Lakes
PB 146, Page 1

Parcel B
Parcel ID: 26273300000044030
Owner 1: MERIDIAN LAND HOLDINGS LLC
Legal Desc: E 2PTS AC OF S1/4 OF SW1/4 OF SW1/4

Parcel C
Parcel ID: 26280400000010000
Owner 1: MERIDIAN LAND HOLDINGS LLC

LEGAL DESCRIPTION: (PROVIDED BY POLK COUNTY PROPERTY APPRAISER)

N1/2 FRACT. LESS THAT PART LYING S OF A LINE DESC AS: COM N 1/4 COR SEC N 89 DEG 34 MIN 30 SEC E 2731.11 FT TO NE COR SEC LYING IN LAKE HAINES S 00 DEG 08 MIN 34 SEC E ALONG E LINE SEC 1549.62 FT TO POB S 62 DEG 11 MIN 18 SEC W 510.88 FT N 81 DEG 12 MIN 40 SEC W 411.35 FT TO C/L MANMADE CANAL S 11 DEG 14 MIN 47 SEC W ALONG SD C/L 777.34 FT N 78 DEG 45 MIN 13 SEC W 320.06 FT N 88 DEG 59 MIN 14 SEC W 502.98 FT N 57 DEG 36 MIN 00 SEC W 53.14 FT N 00 DEG W 683.26 FT S 90 DEG W 120 FT N 00 DEG W 6.34 FT NWLY ALONG CURVE 30.44 FT N 00 DEG W 175.38 FT N 90 DEG W 374.96 FT NWLY ALONG CURVE 288.08 FT N 55 DEG 36 MIN 46 SEC W 496.18 FT NWLY ALONG CURVE 195.71 FT N 83 DEG 38 MIN 46 SEC W 387.19 FT NWLY ALONG CURVE 27.58 FT N 87 DEG 35 MIN 49 SEC W 302.16 FT S 00 DEG 46 MIN 42 SEC E 172.32 FT S 89 DEG 13 MIN 18 SEC W 112.87 FT N 00 DEG 40 MIN 45 SEC W 178.57 FT N 87 DEG 35 MIN 49 SEC W 181.55 FT SWLY ALONG CURVE 87.85 FT S 79 DEG 50 MIN 54 SEC W 608.96 FT SWLY ALONG CURVE 60.43 FT S 72 DEG 04 MIN 03 SEC W TO W LINE OF SEC & END OF LINE & LESS TRACT 1 THE LAKES PB 130 PGS 1 & 2 & LESS TRACT 2 THE LAKES PB 131 PGS 14 & 15 & LESS COM NW COR SEC RUN ALONG N LINE SEC N 89 DEG 54 MIN 58 SEC E 487.89 FT S 00 DEG 05 MIN 02 SEC E 150.04 FT N 89 DEG 54 MIN 22 SEC E 849.44 FT S 02 DEG 53 MIN 55 SEC W 48.62 FT S00 DEG W 780.01 FT TO POB S 87 DEG 35 MIN 49 SEC E 85.22 FT S 00 DEG 46 MIN 42 SEC E 172.32 FT S 89 DEG 13 MIN 18 SEC W 112.67 FT N 00 DEG 40 MIN 45 SEC W 178.57 FT S 87 DEG 35 MIN 49 SEC E 27.31 FT TO POB & LESS TRACT 3 THE LAKES PB 132 PGS 28 & 29 & LESS COM NE COR SEC S00-08-36E 1722.98 FT S89-51-28W 858.84 FT TO POB S11-14-47W 777.34 FT N78-45-13W 320.06 FT N88-59-14W 502.98 FT N57-36-00W 53.14 FT N00E 683.26 FT S90W 120 FT N00W 6.34 FT NWLY ALONG CURVE 30.44 FT N00W 175.38 FT N90E 225.16 FT N48-21-59E 60.21 FT S68-44-58E 48.28 FT N90E 91.84 FT SELY ALONG CURVE 35.61 FT SELY ALONG REVERSE CURVE 368.38 FT S81-12-40E 383.73 FT TO POB & LESS TRACT 4 THE LAKES AS REC IN PB 146 PGS 1-2 & LESS THAT PART LYING WITHIN FOLLOWING:
COMM NW COR OF SEC N89-54-58E 2304.41 FT TO E LINE OF TOOHUNTER ESTATES REC IN PB 56 PG 11 N0-31-36W 329.97 FT N89-57-55E ALONG S LINE OF SAID SUB 330.07 FT S0-29-35E 329.92 FT TO N 1/4 COR OF SEC 4 N89-34-30E ALONG N LINE OF SEC 1965.77 FT S0W 961.32 FT TO POB S67-23-37E 14.98 FT S64-05-26E 98.77 FT S11-07-09W 38.89 FT S55-28-08W 50.32 FT S11-07-09W 2207.85 FT S33-52-51E 50 FT S11-07-09W 41.6 FT N78-52-51W 110.31 FT N11-07-09E 41.2 FT N55-28-08E 50 FT N11-07-09E 2232.76 FT N33-52-51W 49.5 FT N11-07-09E 43.16 FT TO POB



S:\ACTIVE\WALTON DEVELOPMENT\LAKE ALFRED - 11 acres.dwg, 7/22/2015 4:25 PM, Ken Thompson

ECON

THE LAKES EXHIBIT "A"

INNOVATIVE ENGINEERS, SURVEYORS, PLANNERS
6700 South Florida Avenue,
Suite 4, Lakeland, Florida 33813
(863)686-0544 • Fax: (863) 680-1434

• SURVEYING AND MAPPING BUSINESS - LB 7454
• PROFESSIONAL ENGINEERING SERVICES - CA#26683



EXHIBIT C

THE LAKES AT LAKE ALFRED – TRACT 4 & 4A

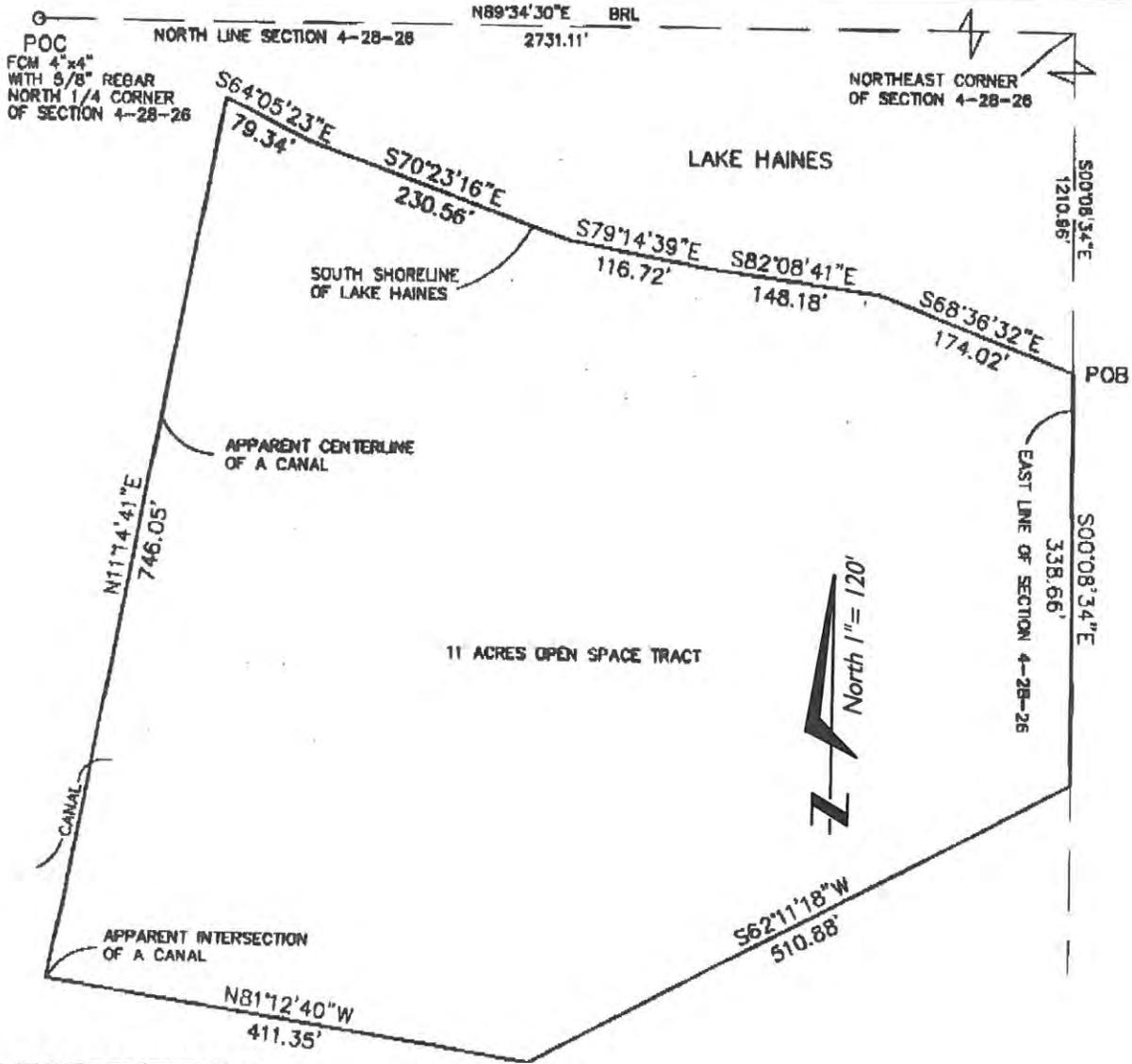
ENGINEER'S ESTIMATE FOR OUTSTANDING INFRASTRUCTURE

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
EARTHWORK				
Regrade Lots, Pond Excavation, Pond Outfall, Rip-Rap, Final Dressing	1	LS	\$ 34,150.00	\$ 34,150.00
ROADWAYS				
1" Final Asphalt Overlay	10,970	SY	\$ 6.00	\$ 65,820.00
UTILITIES				
Sewer Lateral Repair	2	EA	\$ 250.00	\$ 500.00
Water Meter Box Repair and Replace	4	EA	\$ 350.00	\$ 1,400.00
AS-BUILTS & FINAL CLOSEOUTS				
ROADWAY & DRAINAGE	1	LS	\$ 1,500.00	\$ 1,500.00
SET PRMs & PCPs	1	LS	\$ 2,000.00	\$ 2,000.00

TOTAL AMOUNT \$ 105,370.00
TOTAL AMOUNT @ 120% \$ 126,444.00



 E. Doyle Lasseter, P.E. #41969
 Vice President



LEGAL DESCRIPTION:

11 ACRE OPEN SPACE TRACT

A PARCEL OF LAND LYING IN LOT 1, SECTION 4, ACCORDING TO U.S. GOVERNMENT MAP OF TOWNSHIP 28 SOUTH, RANGE 26 EAST, DATED SEPTEMBER 30, 1850, PUBLIC RECORDS POLK COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4 INCH SQUARE MONUMENT WITH A 5/8 INCH REBAR IN THE CENTER MARKING THE NORTH QUARTER CORNER OF AFORESAID SECTION 4; THENCE ALONG THE NORTH LINE OF SAID SECTION 4, N 89°34'30" E 2731.11 FEET TO THE NORTHEAST CORNER OF AFORESAID SECTION 4 LYING IN LAKE HAINES; THENCE ALONG THE EAST LINE OF SAID SECTION 4, S 00°08'34" E 1210.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE S 00°08'34" E 338.66 FEET; THENCE S 62°11'18" W, 510.88 FEET; THENCE N 81°12'40" W, 411.35 FEET TO THE APPARENT INTERSECTION OF A CANAL; THENCE N 11°14'41" E ALONG THE APPARENT CENTERLINE OF SAID CANAL, 746.05 FEET TO THE SOUTH SHORELINE OF AFORESAID LAKE HAINES; THENCE S 64°05'23" E, 79.34 FEET; THENCE S 70°23'16" E, 230.56 FEET; THENCE S 79°14'39" E, 116.72 FEET; THENCE S 82°08'41" E, 148.18 FEET; THENCE S 68°36'32" E, 174.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.0 ACRES, MORE OR LESS.

**THE LAKES
LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET I OF I
EXHIBIT "D"**

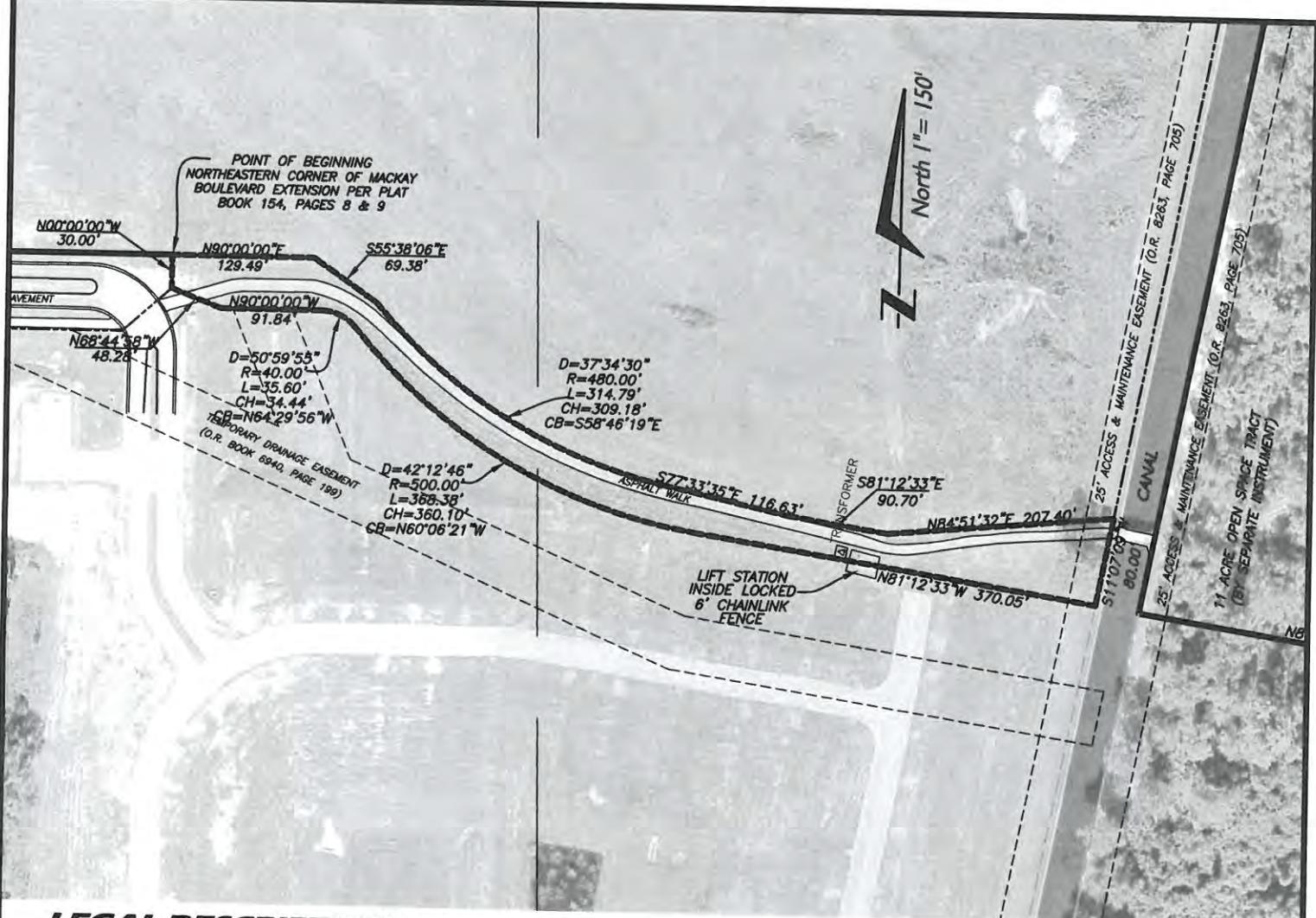


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**6700 South Florida Avenue,
 Suite 4, Lakeland, Florida 33813**
 (863)686-0544 • Fax: (863) 680-1434
 • SURVEYING AND MAPPING BUSINESS - LB 7454
 • PROFESSIONAL ENGINEERING SERVICES - CA#26683



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
Kenneth W. Thompson DATE: 7/21/15
 KENNETH W. THOMPSON P.L.S. #4080
 JOHN C. McVAY, JR. P.L.S. #4003

S:\ACTIVE\WALTON DEVELOPMENT\LAKE ALFRED - 11 acres.dwg, 7/22/2015 3:17 PM, Ken Thompson



LEGAL DESCRIPTION:

A PERPETUAL SANITARY SEWER LIFT STATION, PUBLIC UTILITY AND PEDESTRIAN ACCESS EASEMENT OVER, UNDER AND ACROSS THAT PART OF U.S. GOVERNMENT LOT 1 IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERN CORNER OF MACKAY BOULEVARD EXTENSION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 154, PAGES 8 AND 9 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 90°00'00" EAST, 129.49 FEET; THENCE SOUTH 55°38'06" EAST, 69.38 FEET TO A NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 480.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 37°34'30" (CHORD = 309.18 FEET, CHORD BEARING = SOUTH 58°46'19" EAST) FOR A DISTANCE OF 314.79 FEET; THENCE SOUTH 77°33'35" EAST, 116.63 FEET; THENCE SOUTH 81°12'33" EAST, 90.70 FEET; THENCE NORTH 84°51'32" EAST, 207.40 FEET TO THE SHORE OR A CANAL THAT RUNS BETWEEN LAKE HAINES AND LAKE ROCHELLE; THENCE SOUTH 11°07'09" WEST, ALONG THE SHORE OF SAID CANAL, A DISTANCE OF 80.00 FEET; THENCE DEPARTING SAID CANAL, NORTH 81°12'33" WEST, 370.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 42°12'46" (CHORD = 360.10 FEET, CHORD BEARING = NORTH 60°06'21" WEST) FOR A DISTANCE OF 368.38 FEET TO A POINT OF REVERSE CURVE WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 40.00; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 50°59'55" (CHORD = 34.44 FEET, CHORD BEARING = NORTH 64°29'56" WEST) FOR A DISTANCE OF 35.60 FEET TO THE POINT OF TANGENCY; THENCE NORTH 90°00'00" WEST, 91.84 FEET; THENCE NORTH 68°44'58" WEST, 48.28 FEET TO THE EASTERLY BOUNDARY OF THE AFOREMENTIONED MACKAY BOULEVARD EXTENSION; THENCE NORTH 00°00'00" WEST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

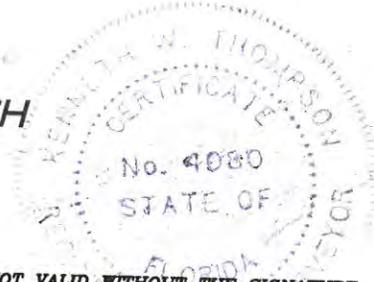
THE DESCRIBED LANDS CONTAIN 600 SQUARE FEET, MORE OR LESS.

THE LAKES
 LEGAL DESCRIPTION AND SKETCH
 NOT A BOUNDARY SURVEY
 SHEET 1 OF 1
 EXHIBIT "E"



INNOVATIVE: ENGINEERS. SURVEYORS. PLANNERS
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 • PROFESSIONAL ENGINEERING SERVICES - CA#26683



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
 DATE: 7/21/15
 KENNETH W. THOMPSON P.L.S. #4080
 JOHN C. McVAY, JR. P.L.S. #4003

S:\ACTIVE\WALTON DEVELOPMENT\LAKE ALFRED - 11 acres.dwg, 7/22/2015 4:32 PM, Ken Thompson

6.03.00 Development Agreements

6.03.01 General Provisions

The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning. Assurance to a developer that upon receipt of his development permit he may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.

It is the intent of this Section to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development, all in conformity with and to carry out the purposes of the Lake Alfred Comprehensive Plan and the Local Government Comprehensive Planning and Land Development Regulation Act.

6.03.02 Authority

This intent is affected by exercising the authority granted the City to enter into development agreements with developers under F.S. Sections 163.3220 through 163.3243. This Section shall be regarded as supplemental and additional to the powers conferred upon the City by other laws and shall not be regarded as in derogation of any powers now existing.

6.03.03 Procedures

6.03.03.01 Application for Development Agreement

The developer shall make application for a development agreement through the Development Director and pay an application fee set by resolution.

6.03.03.02 Public Hearing

Before entering into, amending or revoking a development agreement, the City shall conduct at least two (2) public hearings, one of which shall be held by the Planning and Zoning Board.

6.03.03.03 Notice of Hearing

Notice of intent to consider a development agreement shall be advertised approximately

seven (7) days before each public hearing in a newspaper of general circulation and readership in Polk County. Notice of intent to consider a development agreement shall also be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.

6.03.03.04 Contents of Notice

The notice shall specify the location of the land subject to the development agreement, the development uses proposed on the property, the proposed population densities, and the proposed building intensities and height and shall specify a place where a copy of the proposed agreement can be obtained.

6.03.04 Contents and Duration of Development Agreement

- (A) Contents. A development agreement shall include the following:
- (1) A legal description of the land subject to the agreement and the names of its legal and equitable owners.
 - (2) The duration of the agreement.
 - (3) The development uses permitted on the land, including population densities, and building intensities and height.
 - (4) A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development.
 - (5) A description of any reservation or dedication of land for public purposes.
 - (6) A description of all local development permits approved or needed to be approved for the development of the land.
 - (7) A finding that the development permitted or proposed is consistent with the City's Comprehensive Plan and land development regulations.
 - (8) A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the City for the public health, safety, or welfare of its citizens.
 - (9) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.
 - (10) A development agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.
- (B) Duration of Agreement. The duration of a development agreement shall not exceed five (5) years. It may be extended by mutual consent of the City and the developer, subject to a public hearing in accordance with 6.02.03.02-6.02.03.04 above.

6.03.04.01 Applicability of Laws

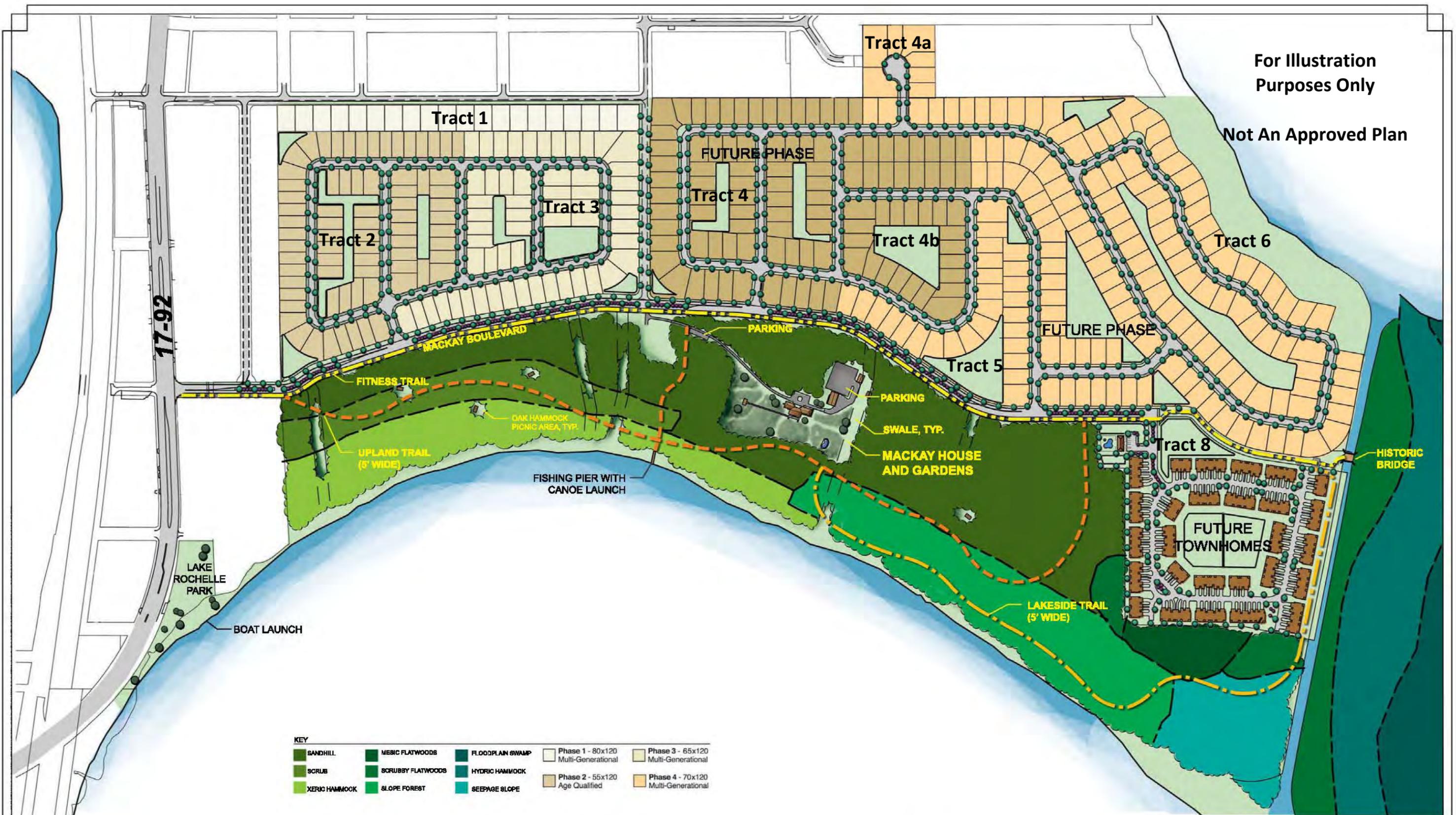
- (A) Consistency With Plan And Regulations. A development agreement and authorized development shall be consistent with the City's Comprehensive Plan and land development regulations.
- (B) Development Governed By Laws In Effect At Execution. The City's laws and policies governing the development of land at the time of the execution of the development agreement shall govern the development of the land for the duration of the development agreement.
- (C) Applicability Of Subsequent Laws. The City may apply subsequently adopted laws and policies to a development that is subject to a development agreement only if the City has held a public hearing and determined:
 - (1) They are not in conflict with the laws and policies governing the development agreement and do not prevent development of the land uses, intensities, or densities in the development agreement;
 - (2) They are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement;
 - (3) They are specifically anticipated and provided for in the development agreement;
 - (4) The City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the development agreement; or
 - (5) The development agreement is based on substantially inaccurate information supplied by the developer.
- (D) Rights Vested Pursuant To Common Law. This Section does not abrogate any rights that may vest pursuant to common law.

6.03.05 Review, Amendment, Termination

- (A) Periodic Review of Agreements. The City shall inspect land subject to development agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of the development agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of the development agreement, the agreement may be revoked or modified by the City.

For Illustration
Purposes Only

Not An Approved Plan



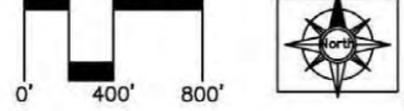
KEY			
SANDHILL	METIC FLATWOODS	FLOODPLAIN SWAMP	Phase 1 - 80x120 Multi-Generational
SCRUB	SCRUBBY FLATWOODS	HYDRIC HAMMOCK	Phase 2 - 55x120 Age Qualified
XERIC HAMMOCK	SLOPE FOREST	SEEPAGE SLOPE	Phase 3 - 65x120 Multi-Generational
			Phase 4 - 70x120 Multi-Generational



MACKAY GARDENS AND LAKESIDE PRESERVE

LAKE ALFRED, FLORIDA
MERITAGE HOMES

BOWYER-SINGLETON & ASSOCIATES, INC.
FEBRUARY 21, 2006



**LAKE ALFRED PLANNING BOARD AGENDA
AUGUST 19, 2015**

Business Item No. 3

PUBLIC HEARING: CONSIDER MAKING RECOMMENDATION TO THE CITY COMMISSION CONCERNING THE LAKES II, TRACT 4A FINAL SUBDIVISION PLAT. THE LAKES II, TRACT 4A IS GENERALLY LOCATED NORTHEAST OF MACKAY BOULEVARD AND EAST OF GLENCRUITEN AVENUE IN LAKE ALFRED, FLORIDA. THE PROPOSED PLAT IS APPROXIMATELY FOUR (4) ACRES, AND PROPOSES A MAXIMUM OF THIRTEEN (13) SINGLE FAMILY RESIDENTIAL UNITS WITH AN ESTIMATED BUILDOUT POPULATION OF THIRTY-TWO (32) PERSONS AND MAXIMUM BUILDING HEIGHT SHALL NOT EXCEED THIRTY-FIVE (35) FEET.

ISSUE: WM SUB LA, LLC is requesting approval of the final plat for the subdivision, Tract 4A of The Lakes II.

ATTACHMENTS:

- The Lakes II Tract 4A proposed Final Plat
- Excerpt from ULDC, Section 7.06.07.01 Re: Final Plats
- Staff Report
- 2007 The Lakes II Tract 4 Final Plat (for reference only)
- Location Map

ANALYSIS: The proposed final plat is planned as a 13-lot subdivision on approximately 4 acres, located east of Glencruiten Ave and northeast of MacKay Boulevard. The density is proposed to be \pm 3.3 units per acre. The site is to be developed as a single family detached subdivision under the existing R-1A cluster zoning district. The maximum allowable density for R-1A zoning is 4.2 units per acre. The minimum setbacks are 20 feet from the front, 15 feet from the rear and 10 feet from the side. Maximum building height shall not exceed 35 feet. There is ample water and sewer capacity to serve the site, with the majority of infrastructure being complete and accepted by City staff. The required open space been addressed in The Lakes II Development Agreement proposed this evening.

The site will be accessible by Glencruiten Avenue and Mackay Boulevard. The City has accepted Mackay Boulevard and no additional improvements are necessary. All internal right-of-ways are incomplete, and need a final lift of asphalt. The internal rights-of-ways will be dedicated to the City once constructed according to City standards and inspected by City staff and consulting engineers.

PLANNING BOARD MOTION OPTIONS:

Approval – “I make a motion to forward the proposed final plat for The Lakes II, Tract 4A to the City Commission with a recommendation of approval as presented.

Approval with Changes/Conditions – “I make a motion to forward the proposed final plat for The Lakes II, Tract 4A to the City Commission with a recommendation of approval with changes or conditions.”

Denial – “I make a motion to forward the proposed final plat for The Lakes II, Tract 4A to the City Commission with a recommendation of denial based on the findings...”

7.06.07.01 Submission of Final Plat

- (A) Submittal. An application for final plat approval shall be submitted with an appropriate fee established by the City and with accompanying documents as specified herein to the Chief Planning Official. The Chief Planning Official shall forward copies of the final plat and the approved preliminary plan to the City Engineer, the City attorney, and other staff, as appropriate, for their review and comments, and shall place the applications on the agenda of the Planning Board for final review and approval.
- (B) Required Information. Although it may constitute only that portion of the preliminary plat that the developer proposes to record and develop at the time, the final plat for recording shall be prepared in conformance with the requirements specified herein. A sufficient number of copies for review of the final plat shall be submitted including an electronic copy suitable for downloading and printing by the City. The Final Plat shall show the following:

- (1) The final plat shall be drawn on a sheet or sheets twenty-four (24) inches wide by at least thirty (30) inches long. Preferred scale of the final plat is one inch equals one hundred feet (1" = 100'). If a different scale is used for the recorded plat, a facsimile scaled to one inch equals one hundred feet (1" = 100") on stable base film shall be provided.

The final plat to be recorded must be an original drawing made with black permanent drawing ink; or a non-adhered scaled print on a stable base film made by photographic processes from a film scribing tested for residual hypo testing solution to assure permanency.

Marginal lines, standard certificates and approval forms shall be printed on the plat with a permanent black drawing ink. A print or photographic copy of the original drawing must be submitted with the original drawing.

- (2) Name of plat, shown on each sheet.
- (3) Each plat shall show a description of lands platted and the description shall be the same in the title certification. The description shall be so complete that from it, without reference to the plat, the starting point and boundary can be determined.
- (4) All required final permits and approvals issued by agencies and governing bodies having jurisdiction over properties being subdivided shall be furnished to the City Engineer. The final plat shall not be approved by the Planning Board without proper submission of the final permits and approvals.

- (5) All easements or rights-of-way provided for public services or utilities, and limitations of such easements.
 - (6) All lots shall be numbered either by progressive numbers or, if in a block, progressively numbered or lettered in each block. Lot lines shall be marked with accurate dimensions in feet and hundredths of feet, and bearings or angles to street lines.
 - (7) A statement shall be included on the final plat indicating the final length of roads, water and sewer lines installed.
 - (8) The purpose of all areas dedicated must be clearly indicated or stated on the plat. Accurate descriptions of any such areas to be dedicated or reserved for public use shall state the purpose thereon.
 - (9) In the event the plat includes open space, clubhouses, playgrounds or other amenities to be owned and used in common by residents of the development, a plat note shall be added requiring the creation of a homeowners or property owners association that shall be responsible for such facilities.
 - (10) All interior excepted parcels shall be clearly indicated and labeled "Not A Part Of This Plat."
 - (11) Any existing or proposed private restrictions and trusteeships and their periods of existence shall be filed as a separate instrument, and reference to such instrument shall be noted on the Final Plat.
 - (12) City signature spaces for the Mayor, City Clerk, City Engineer, and the Chairman of the Planning Board.
 - (13) The Clerk of the Circuit Court of Polk County of the Circuit Court certificate and the land surveyor's certificate and seal.
- (C) *Plat Documentation Requirements.* The following documentation shall accompany the Final Plat:
- (1) The final plat for recording shall conform with all requirements set forth in Florida Statutes, Chapter 177, including dedications and reservations executed by the developer and certification by a registered land surveyor.
 - (2) A title opinion by an Attorney at Law, licensed in Florida, or a certification by an abstractor or title company stating that the court records identify that the title of the land as described and shown on the plat is in the name of the person or persons or corporation executing the dedication. In addition, a document entitled, "Consent to Platting of Lands and Partial Release of

Mortgage," shall be filed together with the Final Plat for each person or corporation holding a mortgage on all land included on the plat, where such person or corporation has not signed the Final Plat.

- (3) Certification by a registered land surveyor that the plat represents a survey made by that individual and, further, that all necessary monuments, lot sizes and lot dimensions are correctly shown thereon. Impressed thereon, and affixed thereto, shall be the personal seal and signature of the registered land surveyor by whom, or under whose authority and direction, the plat was prepared.
- (4) Certification that all real estate taxes have been paid.

(D) *Procedure*

- (1) Planning Board. The Planning Board shall review the final plat and staff comments pertaining thereto, and shall make a recommendation to the City Commission to approve or disapprove the plat. Any conditions of approval shall be stated with the motion to approve the plat and shall be made clear to the developer. The Planning Board may defer action if additional information, staff review, subdivision improvements or completion assurances are needed.
- (2) City Commission Action. The City Commission shall review the action of the Planning Board and take action on the final plat. Approval of the plat and acceptance of public improvements and dedications shall be by resolution and shall authorize the Mayor and City Clerk to sign the copy of the plat to be recorded.
- (3) Recording. Upon approval by the City Commission, the final plat shall be filed and recorded with the County Clerk. The developer shall be responsible for all costs necessary for recording the final plat. The Final Plat shall be recorded and site improvements substantially completed, as determined by the secondary construction inspection, prior to the issuance of any building permits within the subdivision.

TRACT 4A, THE LAKES

A PORTION OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 26 EAST AND A PORTION OF U.S. GOVERNMENT LOT 3 IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 26 EAST, CITY OF LAKE ALFRED, POLK COUNTY, STATE OF FLORIDA

NOTES AND LEGEND

- PCP - PERMANENT CONTROL POINT - SET BY NAIL & DISK
"PCP LB-7454" - UNLESS OTHERWISE NOTED
 - PRM - PERMANENT REFERENCE MONUMENT - SET 4" X 4" CONCRETE MONUMENT AND CAP "PRM LB-7454"
 - FCM - FOUND CONCRETE MONUMENT AS NOTED
 - FIR - FOUND IRON ROD AS NOTED
 - FIP - FOUND IRON PIPE AS NOTED
 - ▲ RRS - FOUND RAILROAD SPIKE AS NOTED
- ⑫ = CURVE - SEE CURVE DATA
- | | |
|--|---|
| <ul style="list-style-type: none"> ± = AND ⊕ = CENTERLINE (R) = RADIAL (NR) = NON-RADIAL NO./# = NUMBER I.D. = IDENTIFICATION O.R. = OFFICIAL RECORDS PB = PLAT BOOK PG = PAGE PGS = PAGES PK = PARKER KALON NAIL FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY (F) = INFORMATION AS MEASURED BETWEEN FIELD MONUMENTATION (L) = INFORMATION PER LEGAL DESCRIPTION (P) = INFORMATION PER RECORD PLAT (CALC) = INFORMATION CALCULATED FROM FIELD MEASUREMENTS (P&F) = INFORMATION MATCHES BOTH RECORD PLAT DIMENSIONS AND FIELD MEASUREMENTS | <ul style="list-style-type: none"> R/W = RIGHT-OF-WAY CONC. = CONCRETE D/Δ = CENTRAL ANGLE (DELTA) R = RADIUS L = ARC LENGTH T = TANGENT LENGTH CH = CHORD DISTANCE CB = CHORD BEARING ± = MORE OR LESS / PLUS OR MINUS N&D = NAIL AND DISK |
|--|---|

SURVEYOR'S NOTES:

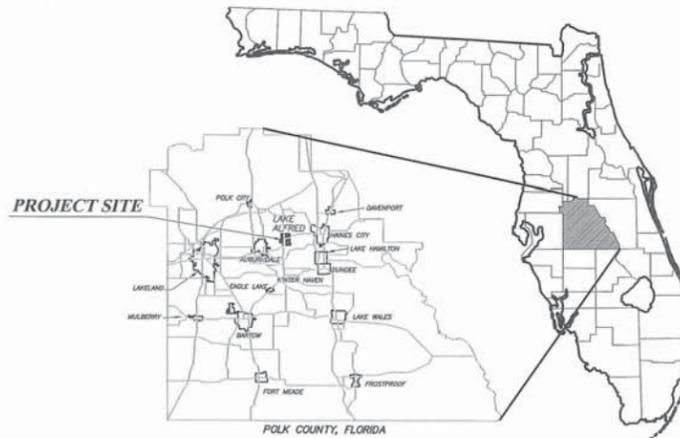
- BEARINGS DEPICTED HEREON ARE BASED ON THE WEST BOUNDARY OF TRACT 4, THE LAKES AS RECORDED IN PLAT BOOK 146, PAGES 1 AND 2, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING ASSUMED S00°00'00"E BETWEEN FIELD MONUMENTATION PER RECORD PLAT.
- UNLESS OTHERWISE NOTED A 5/8" IRON ROD AND CAP "LB-7454" MONUMENTATION SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINE WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A PRM OR PCP.
- THIS PLAT IS BASED ON A RECENT SURVEY MADE UNDER MY DIRECTION AND SUPERVISION IN COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES.
- P.C.P.'S SET IN AN IMPERVIOUS SURFACE ARE A PK-NAIL AND DISC "LB-7454" - UNLESS OTHERWISE NOTED.
- ANY AND ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH CHAPTER 177.091 (28), FLORIDA STATUTES.
- SIDEWALKS WILL BE CONSTRUCTED ALONG ONE SIDE OF THE STREET DEPICTED HEREON AT TIME OF HOME CONSTRUCTION.
- THIS PHASE IS SERVED BY THAT 20' WIDE PEDESTRIAN WALKWAY AND UTILITY EASEMENT BETWEEN LOTS 14 AND 15, BLOCK 1 OF TRACT 4, THE LAKES AS RECORDED IN PLAT BOOK 146, PAGES 2 AND 3, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LEGAL DESCRIPTION:

THE EAST 2.5 ACRES OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 26 EAST, AND THAT PART OF U.S. GOVERNMENT LOT 3 IN SECTION 04, TOWNSHIP 28 SOUTH, RANGE 26 EAST, ALL IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 4, THE SAME ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE NORTH 89°54'58" EAST, ALONG THE NORTH BOUNDARY OF SAID SECTION 4, A DISTANCE OF 2,304.41 FEET TO THE SOUTHEAST CORNER OF TRACT "C", TOD HUNTER ESTATES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 56, PAGE 11 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE NORTH 00°31'36" WEST ALONG THE EAST BOUNDARIES OF TRACTS "C", "B" AND "A" OF SAID TOD HUNTER ESTATES, A DISTANCE OF 329.97 FEET TO A POINT ON THE SOUTH BOUNDARY OF LOT 49, TOD HUNTER ESTATES; THENCE NORTH 89°57'55" EAST, ALONG THE SOUTH BOUNDARIES OF LOTS 49, 48, 47 AND 46, AND THEIR EASTERLY EXTENSION, A DISTANCE OF 330.07 FEET TO THE EAST BOUNDARY OF THE EAST 2.5 ACRES OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE AFORESAID SECTION 33, TOWNSHIP 27 SOUTH, RANGE 26 EAST; THENCE SOUTH 00°29'35" EAST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 329.92 FEET, TO THE SOUTH BOUNDARY OF SAID SECTION 33 AND THE NORTH BOUNDARY OF THE AFORESAID SECTION 4; THENCE SOUTH 89°57'25" WEST, 121.50 FEET; THENCE SOUTH 00°00'00" WEST, 172.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 90°00'00" (CHORD = 35.36, CHORD BEARING = S45°00'00"E) FOR A DISTANCE OF 39.27 FEET; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE SOUTH 00°00'00" WEST, 50.00 FEET; THENCE SOUTH 90°00'00" WEST, 22.92 FEET; THENCE SOUTH 00°00'00" WEST, 120.00 FEET TO THE PUBLIC BOUNDARY OF TRACT "C", OF TRACT 4, THE LAKES AS RECORDED IN PLAT BOOK 146, PAGES 2 AND 3 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 90°00'00" WEST, ALONG SAID NORTH BOUNDARY, A DISTANCE OF 300.00 FEET TO THE EAST RIGHT-OF-WAY OF EDINBURGH WAY OF THE AFORESAID TRACT 4, THE LAKES; THENCE NORTH 00°00'00" EAST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 120.00 FEET TO THE SOUTH RIGHT-OF-WAY OF INTERLOCK STREET ALSO OF SAID TRACT 4, THE LAKES; THENCE NORTH 90°00'00" EAST ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 87.92 FEET TO THE EAST BOUNDARY OF SAID TRACT 4, THE LAKES ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 146, PAGES 2 AND 3 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 00°00'00" EAST, ALONG SAID EAST BOUNDARY, AND THE EAST BOUNDARY OF LOT 33 OF TRACT 4, THE LAKES, A DISTANCE OF 172.09 FEET TO THE AFORESAID NORTH BOUNDARY OF SECTION 4, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 89°54'58" EAST, ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1.63 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 4.18 ACRES, MORE OR LESS.



VICINITY MAP
NOT TO SCALE

REVIEW OF PLAT BY PROFESSIONAL SURVEYOR & MAPPER

STATE OF FLORIDA,
COUNTY OF POLK

THIS PLAT HAS BEEN REVIEWED AND FOUND TO BE SUBSTANTIALLY IN COMPLIANCE WITH THE PROVISIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES, RELATING TO THE MAKING OF MAPS AND PLATS ON THIS _____ DAY OF _____, 2015. NO CONFORMANCE OF MATHEMATICAL CLOSURE OR THE PLACEMENT OF PRM'S AND PCP'S IN THE FIELD WAS MADE AS PART OF THIS REVIEW.

BY: CPH, INC.
SURVEYING & MAPPING BUSINESS - LB7143
600 W. FULTON STREET
SANFORD, FL 32771

FOR THE FIRM: RANDALL L. ROBERTS, PSM
PROFESSIONAL SURVEYOR & MAPPER No. LS 3144
REVIEWING SURVEYOR

REVIEW OF PLAT BY CITY ENGINEER & PLANNING BOARD

STATE OF FLORIDA,
COUNTY OF POLK

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY AND ACKNOWLEDGED BY:

BY: _____ DATE: _____
PROFESSIONAL ENGINEER No. _____
CITY ENGINEER

BY: _____ DATE: _____
CHAIRMAN OF PLANNING BOARD

CITY COMMISSION APPROVAL:

STATE OF FLORIDA,
COUNTY OF POLK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORDING AND ALL OFFERS OF DEDICATION ACCEPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF LAKE ALFRED, FLORIDA, THIS _____ DAY OF _____, 2015 BY RESOLUTION No. _____

BY: _____, MAYOR
ATTEST: _____, CITY CLERK

BY: _____, CITY MANAGER

CERTIFICATION:

STATE OF FLORIDA,
COUNTY OF POLK

I, STACY M. BUTTERFIELD, CLERK OF THE CIRCUIT COURT, POLK COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAP AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____ PAGES _____ OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THIS _____ DAY OF _____, 2015.

STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

DEDICATION:

STATE OF FLORIDA,
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS THAT WM SUB LA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LANDS SHOWN HEREON HAS CAUSED THIS PLAT OF "TRACT 4A, THE LAKES" TO BE MADE AND HEREBY DEDICATES TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ROADS, RIGHTS-OF-WAY AND PUBLIC UTILITY EASEMENTS SHOWN HEREON; AND HEREBY DEDICATES TO THE USE OF THE PUBLIC FOREVER, TRACT "A" AS DEPICTED HEREON FOR ADDITIONAL ROAD RIGHT-OF-WAY; AND HEREBY DEDICATES TO THE CITY OF LAKE ALFRED AND PROVIDERS OF PUBLIC UTILITIES FOREVER, THE PUBLIC UTILITY EASEMENTS DEPICTED HEREON FOR THE PURPOSE INDICATED; AND HEREBY DEDICATES TO THE HOMEOWNERS ASSOCIATION, THE DRAINAGE EASEMENTS DEPICTED HEREON.

WM SUB LA, LLC
A FLORIDA LIMITED LIABILITY COMPANY
BY: WM HOLDINGS CO, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE MEMBER

WITNESS
PRINTED NAME: _____
BY: _____
WITNESS
PRINTED NAME: _____
PRINTED NAME: _____
TITLE: _____

ACKNOWLEDGMENT:

STATE OF FLORIDA,
COUNTY OF POLK

BEFORE ME APPEARED _____ OF WM HOLDINGS CO, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS SOLE MEMBER OF WM SUB LA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH AND WHO EXECUTED THE FOREGOING DEDICATION THIS _____ DAY OF _____, 2015.

NOTARY PUBLIC
PRINTED NAME: _____
MY COMMISSION EXPIRES: _____

SURVEYOR'S STATEMENT:

STATE OF FLORIDA,
COUNTY OF POLK

I HEREBY STATE THAT THIS PLAT OF "TRACT 4A, THE LAKES" WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT THE PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT ALL P.R.M.'S, P.C.P.'S, AND OTHER MONUMENTATION HAVE BEEN SET AS SHOWN OR NOTED.

KENNETH W. THOMPSON
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4080
DATE: _____



DEDICATION:

STATE OF FLORIDA,
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS THAT WM SUB LA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LANDS SHOWN HEREON HAS CAUSED THIS PLAT OF "TRACT 4A, THE LAKES" TO BE MADE AND HEREBY DEDICATES TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ROADS, RIGHTS-OF-WAY AND PUBLIC UTILITY EASEMENTS SHOWN HEREON; AND HEREBY DEDICATES TO THE CITY OF LAKE ALFRED AND PROVIDERS OF PUBLIC UTILITIES FOREVER, THE PUBLIC UTILITY EASEMENTS DEPICTED HEREON FOR THE PURPOSE INDICATED; AND HEREBY DEDICATES TO THE HOMEOWNERS ASSOCIATION, THE DRAINAGE EASEMENTS DEPICTED HEREON.

WITNESS
PRINTED NAME: _____
WM SUB LA, LLC
A FLORIDA LIMITED LIABILITY COMPANY
BY: WALTON WMCC INVESTOR, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

ACKNOWLEDGMENT:

STATE OF FLORIDA,
COUNTY OF POLK

BEFORE ME APPEARED _____ OF WALTON WMCC INVESTOR, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS MANAGER OF WM SUB LA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH AND WHO EXECUTED THE FOREGOING DEDICATION THIS _____ DAY OF _____, 2015.

NOTARY PUBLIC
PRINTED NAME: _____
MY COMMISSION EXPIRES: _____

DEDICATION:

STATE OF FLORIDA,
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS THAT WM SUB LA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LANDS SHOWN HEREON HAS CAUSED THIS PLAT OF "TRACT 4A, THE LAKES" TO BE MADE AND HEREBY DEDICATES TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ROADS, RIGHTS-OF-WAY AND PUBLIC UTILITY EASEMENTS SHOWN HEREON; AND HEREBY DEDICATES TO THE CITY OF LAKE ALFRED AND PROVIDERS OF PUBLIC UTILITIES FOREVER, THE PUBLIC UTILITY EASEMENTS DEPICTED HEREON FOR THE PURPOSE INDICATED; AND HEREBY DEDICATES TO THE HOMEOWNERS ASSOCIATION, THE DRAINAGE EASEMENTS DEPICTED HEREON.

WITNESS
PRINTED NAME: _____
WM SUB LA, LLC
A FLORIDA LIMITED LIABILITY COMPANY
BY: WDH MANAGEMENT, INC., A DELAWARE CORPORATION, ITS MANAGER

ACKNOWLEDGMENT:

STATE OF FLORIDA,
COUNTY OF POLK

BEFORE ME APPEARED _____ OF WDH MANAGEMENT, INC., A DELAWARE CORPORATION, AS MANAGER OF WM SUB LA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH AND WHO EXECUTED THE FOREGOING DEDICATION THIS _____ DAY OF _____, 2015.

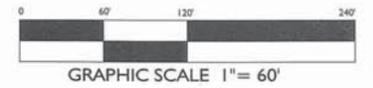
NOTARY PUBLIC
PRINTED NAME: _____
MY COMMISSION EXPIRES: _____

NOTICE:
THIS PLAT AND DEVELOPMENT OF THE LOTS SHOWN HEREON SHALL BE CONSISTENT WITH THE COVENANTS AND RESTRICTIONS &/OR HOME OWNERS ASSOCIATION DOCUMENTS BEING SUBJECT TO AMENDMENTS, ADDENDUMS OR REVISIONS THERETO.
IN ACCORDANCE WITH ULDC 7.06.07.01B(7), THE FINAL LENGTH OF ROADS IS 557½ LINEAR FEET, WATERLINE IS 82½ LINEAR FEET AND SANITARY SEWER LINE IS 60½ LINEAR FEET.

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION 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.

TRACT 4A, THE LAKES

A PORTION OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 26 EAST AND A PORTION OF U.S. GOVERNMENT LOT 3 IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 26 EAST, CITY OF LAKE ALFRED, POLK COUNTY, STATE OF FLORIDA



NOTES AND LEGEND

- ⊙ PCP - PERMANENT CONTROL POINT - SET PK NAIL & DISK
"PCP LB-7454" - UNLESS OTHERWISE NOTED
- PRM - PERMANENT REFERENCE MONUMENT - SET 4" X 4" CONCRETE MONUMENT AND CAP "PRM LB-7454"
- FCM - FOUND CONCRETE MONUMENT AS NOTED
- FIR - FOUND IRON ROD AS NOTED
- FIP - FOUND IRON PIPE AS NOTED
- ▲ RRS - FOUND RAILROAD SPIKE AS NOTED
- (12) = CURVE - SEE CURVE DATA
- & = AND
- € = CENTERLINE
- (RAD) = RADIAL
- (NR) = NON-RADIAL
- NO./# = NUMBER
- I.D. = IDENTIFICATION
- O.R. = OFFICIAL RECORDS
- PB = PLAT BOOK
- PG = PAGE
- PGS = PAGES
- PK = PARKER KALON NAIL
- FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
- (F) = INFORMATION AS MEASURED BETWEEN FIELD MONUMENTATION
- (L) = INFORMATION PER LEGAL DESCRIPTION
- (P) = INFORMATION PER RECORD PLAT
- (CALC) = INFORMATION CALCULATED FROM FIELD MEASUREMENTS
- (P&F) = INFORMATION MATCHES BOTH RECORD PLAT DIMENSIONS AND FIELD MEASUREMENTS
- R/W = RIGHT-OF-WAY
- CONC. = CONCRETE
- D/A = CENTRAL ANGLE (DELTA)
- R = RADIUS
- L = ARC LENGTH
- T = TANGENT LENGTH
- CH = CHORD DISTANCE
- CB = CHORD BEARING
- ± = MORE OR LESS / PLUS OR MINUS
- N&D = NAIL AND DISK

SURVEYOR'S NOTES:

- BEARINGS DEPICTED HEREON ARE BASED ON THE WEST BOUNDARY OF TRACT 4, THE LAKES AS RECORDED IN PLAT BOOK 146, PAGES 1 AND 2, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING ASSUMED 500°00'00"E BETWEEN FIELD MONUMENTATION PER RECORD PLAT.
- UNLESS OTHERWISE NOTED A 5/8" IRON ROD AND CAP "LB-7454" MONUMENTATION SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINE WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A PRM OR PCP.
- THIS PLAT IS BASED ON A RECENT SURVEY MADE UNDER MY DIRECTION AND SUPERVISION IN COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES.
- P.C.P.'S SET IN AN IMPERVIOUS SURFACE ARE A PK-NAIL AND DISC "LB-7454" - UNLESS OTHERWISE NOTED.
- ANY AND ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH CHAPTER 177.091 (28), FLORIDA STATUTES.
- SIDEWALKS WILL BE CONSTRUCTED ALONG ONE SIDE OF THE STREET DEPICTED HEREON AT TIME OF HOME CONSTRUCTION.
- THIS PHASE IS SERVED BY THAT 20' WIDE PEDESTRIAN WALKWAY AND UTILITY EASEMENT BETWEEN LOTS 14 AND 15, BLOCK 1 OF TRACT 4, THE LAKES AS RECORDED IN PLAT BOOK 146, PAGES 2 AND 3, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

NORTH BOUNDARY OF THE NW 1/4 OF SECTION 04, TOWNSHIP 28 SOUTH, RANGE 26 EAST AND THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 26 EAST FOUND 1-1/2" IRON PIPE (NO I.D.)

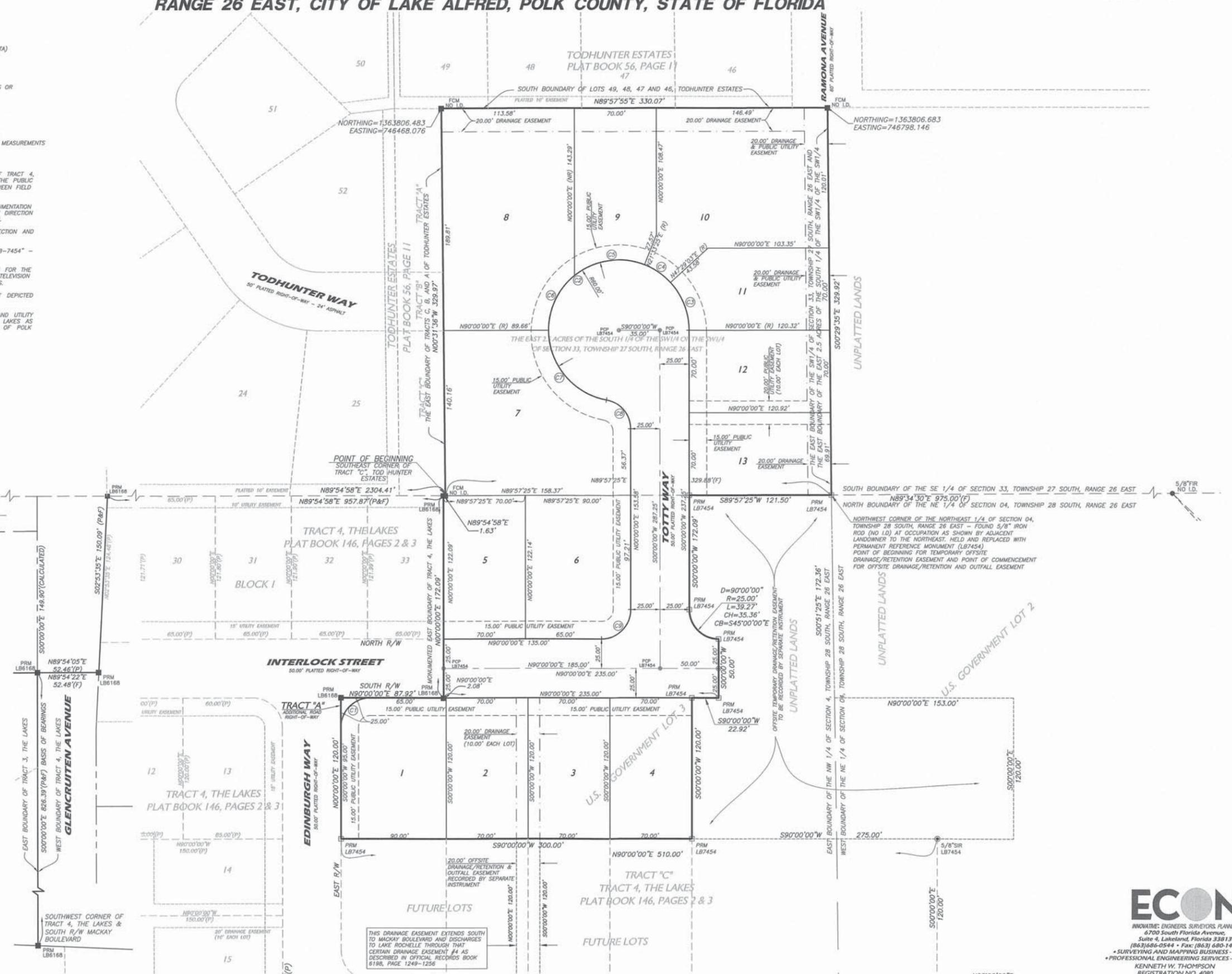
POINT OF COMMENCEMENT

NORTHWEST CORNER OF SECTION 04, TOWNSHIP 28 SOUTH, RANGE 26 EAST AND THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 26 EAST FOUND 1-1/2" IRON PIPE (NO I.D.) CCR#079510

CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	90°00'00"	25.00'	39.27'	35.36'	S45°00'00"W
C2	259°50'09"	60.00'	272.10'	92.04'	S50°04'36"W
C3	42°30'57"	60.00'	44.52'	43.51'	N21°15'28"W
C4	25°55'38"	60.00'	27.15'	26.92'	N55°28'46"W
C5	60°38'21"	60.00'	63.50'	60.58'	S81°14'15"W
C6	50°55'04"	60.00'	53.32'	51.58'	S25°27'32"W
C7	79°50'09"	60.00'	83.60'	77.00'	S39°55'04"E
C8	79°50'09"	25.00'	34.83'	32.08'	N39°55'04"W
C9	90°00'00"	25.00'	39.27'	35.36'	N45°00'00"E

NOTICE:
THIS PLAT AND DEVELOPMENT OF THE LOTS SHOWN HEREON SHALL BE CONSISTENT WITH THE COVENANTS AND RESTRICTIONS &/OR HOME OWNERS ASSOCIATION DOCUMENTS BEING SUBJECT TO AMENDMENTS, ADDENDUMS OR REVISIONS THEREIN.
IN ACCORDANCE WITH ULDC 7.06.07.01B(7), THE FINAL LENGTH OF ROADS IS 557± LINEAR FEET, WATERLINE IS 823± LINEAR FEET AND SANITARY SEWER LINE IS 600± LINEAR FEET.

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION 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.



ECON
INNOVATIVE ENGINEERS SURVEYORS PLANNERS
6700 South Florida Avenue
Suite 6, Lakeford, Florida 33013
(863)686-0544 • Fax: (863) 680-1434
• SURVEYING AND MAPPING BUSINESS - LB 7454
• PROFESSIONAL ENGINEERING SERVICES - CAP#26683
KENNETH W. THOMPSON
REGISTRATION NO. 4080

S:\ACTIVE\WALTON DEVELOPMENT\LAKE ALFRED - TRACT 4A-PLAT.dwg, 8/10/2015 2:57 PM, Ken Thompson



Community Development

Building | Code Enforcement | Planning | Zoning

STAFF REPORT

PROJECT NAME: THE LAKES, TRACT 4A
OWNER/APPLICANT: WM SUB LA, LLC
REQUEST TYPE: FINAL PLAT
HEARING DATES: 8-19-15 FOR PLANNING BOARD
9-23-15 FOR CITY COMMISSION

GENERAL DESCRIPTION: The site consists of 4 acres vacant but partially improved property. Improvements include utility infrastructure, stormwater management, and roads. The property has a current Future Land Use Designation of Low Density Residential, and is assigned R-1A cluster zoning district for single family dwelling units. Under the existing zoning, the property could be built with 4.2 units per acre, with setbacks of 20 feet in front, 10 feet on sides, and 15 feet in rear with a maximum building height of 35 feet.

SURROUNDING USES: The land uses surrounding the property are described in the following table:

Northwest R-1A Single Family City	North R-1A Single Family City	Northeast R-1AA Single Family City
West R-1A Cluster Single Family City	Subject Property R-1A Cluster Single Family City	East R-1AA Cluster Single Family City
Southwest R-1A Cluster Single Family City	South R-1A Cluster Single Family City	Southeast R-1AA Cluster Single Family City

The request is compatible with the surrounding land uses. To the northeast are established single family homes on Lake Haines as well as those to the northwest within neighborhoods on Echo, Todhunter, and Thelma. The property to the southeast is currently vacant land that will be the future Tracts 5 and 6 of this project, and property to the southwest is platted "shovel-ready" sites for single family homes in Tract 4.

IMPACT ASSESSMENT: The property has a Future Land Use designation of Low Density Residential. The Lake Alfred Comprehensive Plan defines Low Density Residential in the following manner:

***Policy 1.1.8:** “The primary function of the Low Density Residential classification is to accommodate low density residential development consisting primarily of single family detached dwellings. This Low Density residential designation shall meet Lake Alfred’s housing needs for the lower density housing, promote efficient use of infrastructure, protect existing single family neighborhoods and promote compatible land uses. This classification shall permit densities up to six (6) units per acre, depending on the development suitability of the site, and availability of public facilities and services.”*

This site is a prime location for continued residential infill due to compatible surrounding uses, adequate transportation network, school facilities and partially completed infrastructure.

PUBLIC FACILITIES AND SERVICES ANALYSIS: The proposed land use does not demonstrate any negative impact on the City’s public facilities. Table 1 includes information regarding the impact on public facilities and services at total build out of the 4 developable acres.

TABLE 1: PUBLIC FACILITIES AND SERVICE ANALYSIS	
Category	Impact/Improvement
Total site acres	± 4 acres
Net developable acres	± 4 acres
Maximum Number of Units based on zoning (gross)	± 16.8 units
Project population (according to UF BEBR estimates 2.48 person per unit)	± 41.66 persons
Water consumption @ 130 gallons per person per day	± 5,416 GPD
Sewer disposal @ 76 gallons per person per day	± 3,166 GPD
Solid waste generation @ 8 lbs per person per day	± 333 lbs/day*
Transportation – Mackay Boulevard, Glencruiten Avenue, US Highway 17/92	All roads are operating at or above LOS
Mass Transit – Winter Haven Area Transit	Transit is provided directly on US Highway 17/92 with stop location at Mackay Boulevard, approx. 0.6 miles from the project site
Recreation – Minimum required is 5.5 acres per 1,000 residents	34.4 acres per 1,000 residents
Schools – Student Generation	Total: 7
Elementary	3
Middle	2
High	2

STAFF REPORT
The Lakes Tract 4A
Final Plat

Utilities: The City water plant has a maximum pumping capacity of 3 million gallons per day. The City's water permit allows for pumping of 1.3 million gallons per day. Currently, the City pumps 900,000 gallons per day, leaving approximately 30% capacity available.

The City sewer treatment plant has expanded the available capacity to 1 million gallons per day, and is permitted to treat 900,000 gallons per day. Current sewer usage is approximately 450,000 gallons per day, leaving approximately 50% capacity available.

Solid Waste: The City collects solid waste and an outside provider collects recycling, each once per week. The average monthly tonnage of household waste is 178 tons. This equals 2.56 pounds per person per day, which is below the City's adopted level of service standard of 8 pounds per person per day.

Solid waste collected in Lake Alfred is transferred to the Polk County Landfill, where capacity is planned for all municipalities in Polk County. Polk County has determined there is sufficient landfill capacity for the County, including Lake Alfred, to dispose household garbage for approximately 65 years.

Drainage: The drainage pattern within Lake Alfred consists of a combination of surface drainage and storm sewers. The majority of drainage is southward and southeasterly toward Lakes Rochelle and Haines, part of the Peace River basin. Several drainage problems have been corrected on US Highway 17/92, however the Downtown Master Stormwater plan is being implemented to address commercial infill projects downtown as well as overflow runoff into residential neighborhoods off Cummings and Thelma.

All new development is required to meet Southwest Florida Water Management District standards to retain stormwater runoff, generally at a rate not exceeding that of pre-development. The current level of service standard is that stormwater management facilities for new development must be designed for a 25-year, 24-hour storm event.

Recreation: The City maintains sixteen public recreation sites for a total of approximately 173 acres. The adopted level of service standard requires a minimum of 5.5 acres of recreation and open space be provided for every 1,000 residents in the community. Based on the 2010 Census population of 5,015, Lake Alfred currently provides 34.4 acres of recreation and open space per 1,000 residents.

Schools: Five public schools are located within Lake Alfred's city limits, and one high school located in Auburndale. For the 2014-2015 school year, total enrollment in these schools totaled 5,338 students, ranging from Pre-kindergarten through 12th grade. The Polk County School Board determines school capacity for each school.

STAFF REPORT
The Lakes Tract 4A
Final Plat

School	Grades	Enrollment	Student Stations	Classrooms	Classroom Size	Utilization
Lake Alfred Elementary	PreK – 5	532	666	35	15	80%
Hartridge Academy	PreK – 5	249	401	20	13	
Lake Alfred Addair Middle School	6 – 8	955	1062	44	17	78%
Discovery Academy	6 – 8	1087	1208	53	19	95%
Karen M. Seigel Academy	K-12	159	309	27	6	51%
Auburndale High School	9 - 12	2356	2480	100	16	68%

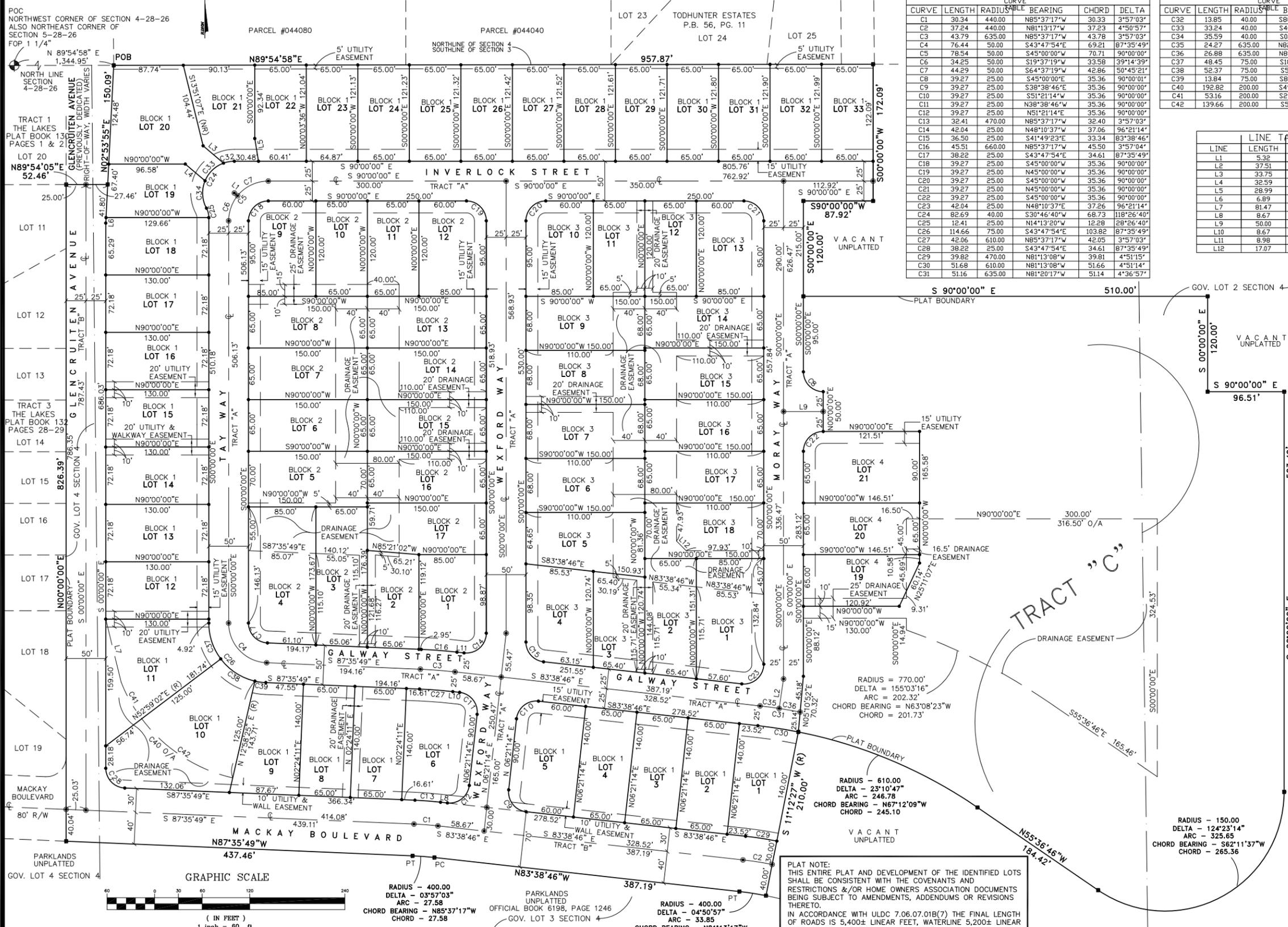
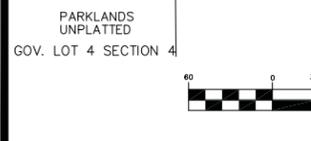
TRACT 4, THE LAKES

THAT PART OF U.S. GOVERNMENT LOTS 2,3 AND 4 OF SECTION 4, ALL ACCORDING TO U.S. GOVERNMENT MAP OF TOWNSHIP 28 SOUTH, RANGE 26 EAST, DATED SEPTEMBER 30, 1850, PUBLIC RECORDS POLK COUNTY, FLORIDA.
ALL LOCATED IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 26 EAST, CITY OF LAKE ALFRED, POLK COUNTY, FLORIDA

POC
NORTHWEST CORNER OF SECTION 4-28-26
ALSO NORTHEAST CORNER OF SECTION 5-28-26
FOP 1 1/4"

TRACT 1
THE LAKES
PLAT BOOK 131
PAGES 1 & 2

TRACT 3
THE LAKES
PLAT BOOK 132
PAGES 28-29



CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C1	30.34	440.00	N85°37'17\"	30.33	3°57'03\"
C2	37.24	440.00	N81°13'17\"	37.23	4°50'57\"
C3	43.79	635.00	N85°37'17\"	43.78	3°57'03\"
C4	76.44	50.00	S43°47'54\"	69.21	87°35'49\"
C5	78.54	50.00	S45°00'00\"	70.71	90°00'00\"
C6	34.25	50.00	S19°37'19\"	33.58	39°14'39\"
C7	44.29	50.00	S64°37'19\"	42.86	50°45'21\"
C8	39.27	25.00	S45°00'00\"	35.36	90°00'01\"
C9	39.27	25.00	S38°38'46\"	35.36	90°00'00\"
C10	39.27	25.00	S51°21'14\"	35.36	90°00'00\"
C11	39.27	25.00	N38°38'46\"	35.36	90°00'00\"
C12	39.27	25.00	N51°21'14\"	35.36	90°00'00\"
C13	32.41	470.00	N85°37'17\"	32.40	3°57'03\"
C14	42.04	25.00	N48°10'37\"	37.06	96°21'14\"
C15	36.50	25.00	S41°49'23\"	33.34	83°38'46\"
C16	45.51	660.00	N85°37'17\"	45.50	3°57'04\"
C17	38.22	25.00	S43°47'54\"	34.61	87°35'49\"
C18	39.27	25.00	S45°00'00\"	35.36	90°00'00\"
C19	39.27	25.00	N45°00'00\"	35.36	90°00'00\"
C20	39.27	25.00	S45°00'00\"	35.36	90°00'00\"
C21	39.27	25.00	N45°00'00\"	35.36	90°00'00\"
C22	39.27	25.00	S45°00'00\"	35.36	90°00'00\"
C23	42.04	25.00	N48°10'37\"	37.06	96°21'14\"
C24	82.69	40.00	S30°46'40\"	68.73	118°26'40\"
C25	12.41	25.00	N14°13'20\"	12.28	28°26'40\"
C26	114.66	75.00	S43°47'54\"	103.82	87°35'49\"
C27	42.06	610.00	N85°37'17\"	42.05	3°57'03\"
C28	38.22	25.00	S43°47'54\"	34.61	87°35'49\"
C29	39.82	470.00	N81°13'08\"	39.81	4°51'15\"
C30	51.68	610.00	N81°13'08\"	51.66	4°51'14\"
C31	51.16	635.00	N81°20'17\"	51.14	4°36'57\"

CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C32	13.85	40.00	S80°04'38\"	13.79	19°50'45\"
C33	33.24	40.00	S46°20'41\"	32.30	47°37'06\"
C34	35.59	40.00	S02°57'17\"	34.43	50°58'47\"
C35	24.27	635.00	N82°33'03\"	24.27	2°11'24\"
C36	26.88	635.00	N80°14'33\"	26.88	2°25'33\"
C37	48.45	75.00	S18°30'29\"	47.62	37°00'58\"
C38	52.37	75.00	S57°01'17\"	51.32	40°00'37\"
C39	13.84	75.00	S82°18'42\"	13.82	10°34'13\"
C40	192.82	200.00	S49°24'24\"	185.44	55°14'23\"
C41	53.16	200.00	S29°24'05\"	53.00	15°13'46\"
C42	139.66	200.00	S57°01'17\"	136.84	40°00'37\"

LINE	LENGTH	BEARING
L1	5.32	N50°45'21\" (R)
L2	37.51	S08°32'39\"
L3	33.75	S49°48'12\" (NR)
L4	32.59	S49°48'12\" (NR)
L5	28.99	S09°21'39\"
L6	6.89	S02°55'55\"
L7	81.47	N13°41'36\"
L8	8.67	S83°38'46\"
L9	50.00	N90°00'00\"
L10	8.67	N83°38'46\"
L11	8.98	N83°38'46\"
L12	17.07	S45°00'00\"

- LEGEND**
- SET PERMANENT CONTROL POINT MAIL & DISK PCP LB#6168
 - SET PERMANENT REFERENCE MONUMENT PRM LB#6168
 - BEING A 4"x4" CONCRETE MONUMENT
 - SET IRON ROD 1/2" WITH CAP LB#6168
 - R/W - RIGHT OF WAY
 - OFFICIAL RECORDS
 - POINT OF COMMENCEMENT
 - POINT OF BEGINNING
 - BEARING
 - FOUND CONCRETE MONUMENT
 - FOUND OPENED PIPE
 - C/O/A - CENTERLINE
 - LB - HOME OWNERS ASSOCIATION
 - HOA - HOME OWNERS ASSOCIATION
 - R - RADIAL
 - O/A - NOT RADIAL
 - PT - POINT OF TANGENCY
 - PC - POINT OF CURVATURE

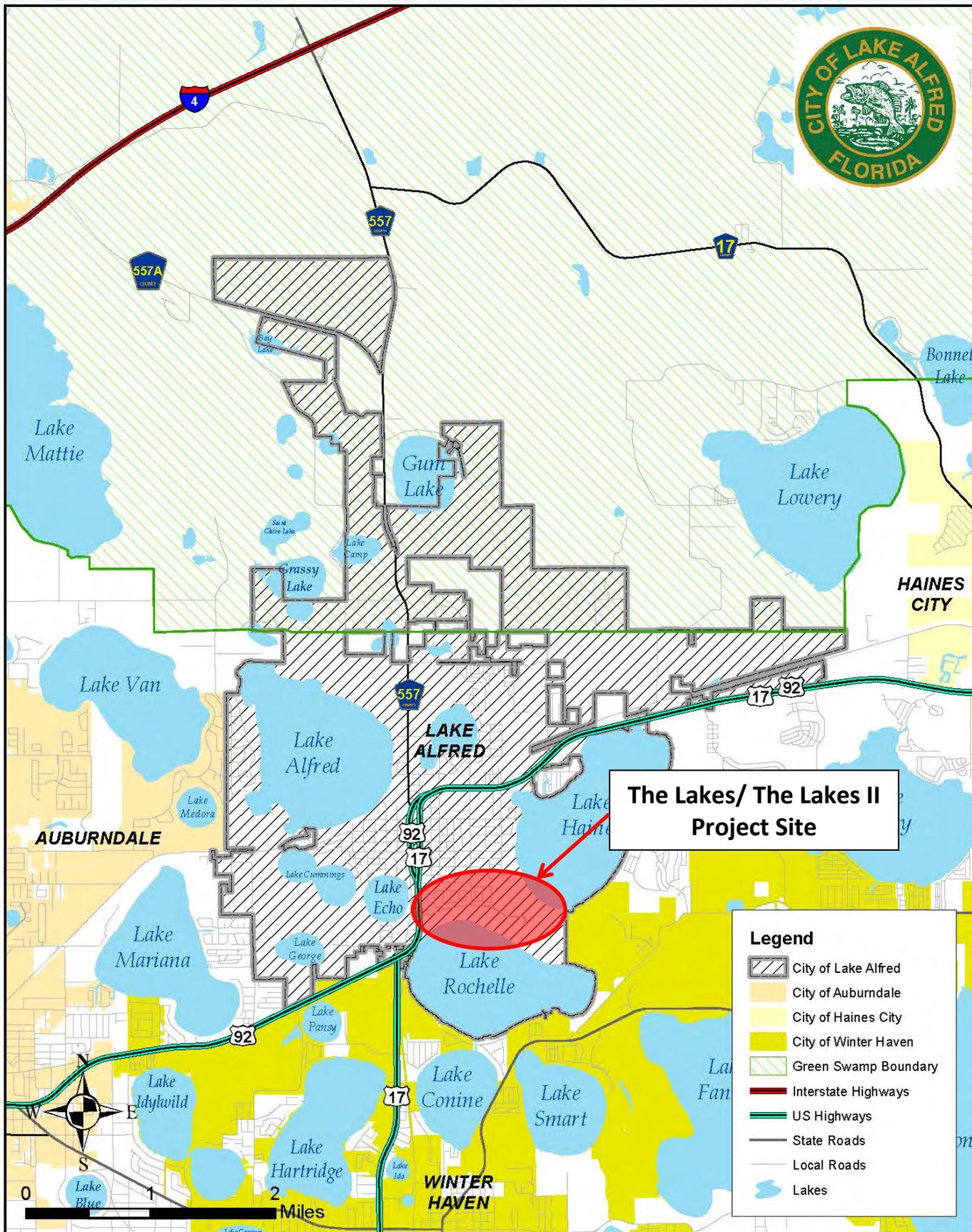
PLAT NOTE:
THIS ENTIRE PLAT AND DEVELOPMENT OF THE IDENTIFIED LOTS SHALL BE CONSISTENT WITH THE COVENANTS AND RESTRICTIONS &/OR HOME OWNERS ASSOCIATION DOCUMENTS BEING SUBJECT TO AMENDMENTS, ADDENDUMS OR REVISIONS THERETO.
IN ACCORDANCE WITH ULDC 7.06.07.01B(7) THE FINAL LENGTH OF ROADS IS 5,400± LINEAR FEET, WATERLINE 5,200± LINEAR FEET, SEWER LINE 3,200± LINEAR FEET.

LAND PRECISION CORPORATION

2883 SUNSET POINT ROAD
CLEARWATER, FLORIDA 33759
PHONE (727) 798-2373
FAX (727) 798-3326

SURVEYING - MAPPING - PLANNING

LAKE ALFRED CITY BOUNDARY



The Lakes/ The Lakes II Project Site

Legend

- City of Lake Alfred
- City of Auburndale
- City of Haines City
- City of Winter Haven
- Green Swamp Boundary
- Interstate Highways
- US Highways
- State Roads
- Local Roads
- Lakes

