



**506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731**

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

SPECIAL MASTER:

Amanda Boggus, Atty

Others:

Michael Rankin, LPG

Anita Geraci-Carver, City Attorney

Sharon Williams, Administrative Manager

Emily Church, Administrative Assistant

AGENDA

Planning & Zoning (P&Z) MEETING – SPECIAL MASTER

May 21, 2026

6:00 PM

I. INVOCATION AND PLEDGE OF ALLEGIANCE

II. MEETING NOTES FROM PREVIOUS MEETING: Meeting notes from the March 19th and April 16th meeting included for review/comment/approval.

III. RECESS TO THE LOCAL PLANNING AGENCY (LPA) MEETING
At 6:10 or as early as possible thereafter

IV. NEW BUSINESS

1. **Discussion** – Planning and Zoning meeting time change from 6:00 pm to 4:00 pm along with the onset month.
2. **FPSF Stephenson Lane – Annexation, Large Scale Comp Plan, and Rezone/MDA - Alternate Keys 1288738, 1288576, 3870774, 1772494**
 - a. **Annexation - Ordinance 2026-007**

The applicant is seeking annexation of approximately 14.86 +/- acres to receive city services and develop 22 lot duplexes (fee-simple ownership for a total of 44 units). There are two (2) existing homes on the property which are listed as detached single family residences. The property is located south of Myrtle Lake Avenue along Stephenson Lane.
 - b. **Large Scale Comp Plan Amendment - Ordinance 2026-008**

The existing Lake County Future Land Use designation is Urban Medium at 7 units/acre (or 104 max units). The development is proposing City of Fruitland Park Multi-Family Low Density. Ordinarily the land use designation would be classified as a small scale comp plan with only 14.8 +/- acreage; however, the applicant is requesting a text amendment change as recommended and supported by LPG (land planner) which limits the uses and prohibit multi-family land uses.

c. Rezoning Ordinance 2026-009

The current zoning for this property is Lake County R-1 and Residential Professional. The proposed zoning is Planned Unit Development (PUD). The PUD will limit density to 5 units/acre with a max number of 46 units. Also, the land use type will be limited to detached single family and duplex units. Open space is required to be a minimum of 25%. No recreational amenities are being proposed but, the applicant states there are plans to provide a pedestrian path leading down to the lake from the rear of the property.

3. **Vita Serena – Large Scale Comp Plan and Rezone/MDA – Alternate Keys: Unincorporated 3884327, 1288347, 1288053 and 1288339 (Fruitland Park)**

a. Large Scale Comp Plan Ordinance 2025-026

The existing Future Land Use for all (4) four combined properties is: Lake County Rural for the three (3) parcels located within “Unincorporated” Lake County and Commercial for the one (1) parcel located within the jurisdiction of Fruitland Park.” The overall Future Land Use requested is Single Family Medium Density (requested for the total of 95.35 +/- acres). Development within this category is limited to single-family detached dwelling units and the density shall not exceed 4 dwelling units/acre.

b. Rezoning Ordinance 2025-027

The revised development plan is for 344 total units with a proposed gross density of 3.61 units/acre - consisting of 196 single family (SF) units on 40’ x 120’ lots (4,800 SF), 44 SF units on 50’ x 115 (5,750 SF), and 104 units on 50’ x 120’ lots (6,000 SF). The existing zoning is Lake County Agriculture and City of Fruitland Park C-2 with a proposed zoning of Planned Unit Development (PUD). The applicant is requesting that a waiver be granted allowing a maximum building coverage of 55% instead of 30% (per Chapter 154 of the city’s LDRs). An exception to the above setbacks is for the 50’ lots 23 – 35 with a rear setback of 14’ (unless adjacent to parking of 13’).

4. **CR 468 Subdivision Preliminary Plan – Alternate Keys: 1288843 and 1289912**

The applicant is requesting approval of Resolution 2026-027 (Preliminary Plan) to construct a proposed development consisting of a 124-unit single family subdivision with a max density of 3.87 units/acre. The total open space is approximately 25.1% and includes an amenity tract of 1 acre. The minimum living area is 1350 sf; the existing zoning is Residential PUD and the land use is Single Family Medium Density at 4 units/acre. The Rezoning/ Master Development Agreement was approved via Ordinance 2025-013. NOTE: Sidewalks shall be provided on both sides of the local internal roads (in compliance with city codes) with cross connection to all recreation and residential areas. The city’s TIA engineer emphasizes the need for the city to be kept abreast of the County's decision, when rendered and the city yielding to Lake County's decision regarding turn lane length for the driveway access permit. The city may consider compliance as a condition of approval.

STAFF COMMENTS:

PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park’s Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the Planning and Zoning Board. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

ADJOURNMENT: .



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MINUTES
P&Z MEETING – SPECIAL MAGISTRATE
April 16, 2026
6:00 PM

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- I. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Pledge led by Special Magistrate Amanda Boggus & Invocation was led by Sharon Williams.
 - II. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from the March 19, 2026 meeting included for review/comment and no action taken.
 - III. **OLD BUSINESS:** NONE

NEW BUSINESS:

A. WaterVue at Lake Geneva – Major Site Plan; Alternate Key 1284368; Resolution 2026-024

The applicant is requesting major site plan approval at 2307 Spring Lake Road on approximately 14.07 +/- acres with 1.79 +/- acres of wetlands (consistent with PUD Ordinance 2023-004). The project will be located north west of the intersection of Spring Lake Road and Poinsettia Avenue at (2307 Spring Lake Road). The proposed project consists of multi-family residential dwelling of the following: 11 one-unit villas, 25 one-story villas (2 units), and 56 dwellings in two-story apartments for a total of 92 units and an overall gross density of 7.67 units/acre.

Per the staff report please note: “Tree mitigation proposed on 121 trees removed meets the 40% replacement (Sheet PL-001) Sheet PL-002 indicates 9 historic trees and 13 specimen trees are to be removed. The majority of the historic trees to be removed are for the construction of the stormwater pond and the majority of the specimen trees to be removed is for site grading. Historical or specimen trees shall not be removed without the finding of the City Commission that the tree is a hazard or that it is not feasible to develop the site without removing the tree (Chapter 164, Section 164.090(C)(6)(f).”

Interim Community Development Director Rankin introduced the project. In addition to the information above, he noted that no structures are proposed within the Single Family Medium Density land use as it will be utilized for stormwater and buffers. Access for the development

would occur from Spring Lake Road via a proposed dual boulevard. To the north is a PUD for zoning, to the south is Agricultural R-1 and R-3, to the east is PUD and to the west is Agricultural. He further stated that the tree mitigation proposal on 121 trees removed meets the 40% replacement on Sheet PL-001/Sheet PL-002 which indicates 9 historic trees and 13 specimen trees being removed.

The majority of the historic trees to be removed are for construction of the stormwater pond and the majority of the specimen trees to be removed are for site grading. The development has a school concurrency which was submitted as well as the traffic analysis exemption per Lake Sumpter Metropolitan Planning Organization. Per chapter 153, the revised site plan meets the minimum technical requirements of the city's Land Development Regulations (LDRs) and staff recommends approval.

An opportunity was given for public comment and there were none; however, Special Magistrate inquired if the applicant had any further comment for the record. At that time, David Stokes, Civil Engineer of Madden, Moorhead & Stokes, (431 E. Horatio Ave., Maitland, FL) stated that the plans reflect 10 historic trees and 20 specimen trees. He stated other comments are correct and just wanted to clarify the quantities for the trees. He was thanked for the update and the meeting was adjourned with no further comments.

B. WaterVue at Lake Geneva, Granting Permanent Utility and Ingress-Egress Easement

Resolution 2026-025 allows a permanent utility and ingress-egress easement of the property to allow access and service to the property. Sketches 1, 2 and 3 with the applicable descriptions collectively comprise Exhibit B of the easement.

This Resolution was noted by Interim Community Development Director Rankin as a companion document. There was no further comment on this resolution.

STAFF COMMENTS: There were no staff comments

PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the Planning and Zoning Board. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

ADJOURNMENT: 6:07 p.m.



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MINUTES
PLANNING & ZONING (P&Z) MEETING
March 19, 2026
6:00 PM

- I. **INVOCATION AND PLEDGE OF ALLEGIANCE:** The meeting was called to order at 6:00 p.m. The Invocation was led by Sharon Williams and the Pledge of Allegiance was led by Special Master Amanda Boggus.
- II. **ROLL CALL:** Special Master Boggus and City Staff were in attendance (including: Emily Church, Kelli Fielder, Brenda Sigala, John Klein and Sharon Williams; also included City Attorney Anita Geraci-Carver and Interim Community Development Director Michael Rankin. Representing the development: Richard Wohlfarth and Andon Calhoun.
- III. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from the January 15, 2026 meeting were included for review/comment/approval.
- IV. **OLD BUSINESS:** NONE

NEW BUSINESS

A. Enclave at Lake Geneva Parcels G & H Preliminary Plan; Alternate Keys 1284384, 2748770, 1809436, 1284422, 1284392 & 1809444

Michael Rankin, Interim Community Director, welcomed the new Special Master of the Planning and Zoning Board to the City of Fruitland Park. He stated this was the first official meeting transitioning from a P&Z volunteer board to a Special Master.

Mr. Rankin then proceeded to introduce the project stating that the applicant is requesting preliminary plan approval. The 45.31-acre parcel would be utilized for not-to-exceed 121 additional single-family units consisting of 114 units of 4,800 SF lots (40' x 120') and 7 units of 6,000 SF lots (50' x 120') and commercial consisting of retail/restaurant (14,000 SF), grocery store (48,848 SF), liquor store (9,800 SF), and commercial building (20,807 SF). The additional units would change the total to 541 for The Enclave at Lake Geneva **overall (Parcels A – H)**. The gross density would be changed from 3.10 units/acre to approximately 3.25 units/acre. Noting the gross density excluded

water bodies of 24.04 + acres.

Mr. Rankin further noted the surrounding zoning: to the north is “PUD,” to the south is “PFD,” to the east is “C-2” and west of the property is “PUD.” Also, the Future Land Use of “Mixed Use Community” to the north; “Industrial” to the south; “Commercial” to the east and “Multi-Family Low Density” to the west. Re-emphasizing proposed lots sizes of 40’ and 50’ he advised that the applicant was in attendance, prepared to answer any questions, if necessary and that staff recommended approval of the project.

Special Master Boggus clarified that this project would be incorporated into the existing Developer’s Agreement. She asked if there was any public comment for the record and seeing none, asked if the applicant and/or staff would like to add anything for the record. Both applicant and staff responded “no.” Special Master Boggus stated that based upon her review, she would recommend approval to the City Commission [for its meeting of April 9, 2026].

Special Master then asked if there was anything else to address and Attorney Anita Geraci-Carver added that item #3 of the agenda required action and then offered a recommendation of approval of the meeting notes from January 15, 2026. Thereafter, Special Master inquired if there were any comments/changes of the meeting minutes, of which none there were none. The minutes/notes were adopted presented.

Special Master circled back to agenda item# 4A and stated the preliminary plan request **was in compliance** and that she would indeed recommend approval to the counsel.

BOARD MEMBERS’ COMMENTS: Not applicable

PUBLIC COMMENTS: There were no public comments

ADJOURNMENT: Having no further business, the meeting was adjourned at 6:06 p.m.



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LAND PLANNING AGENCY (LPA) AGENDA
Planning & Zoning (P&Z) MEETING – SPECIAL MASTER
May 21, 2026
6:10 PM

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1. CALL TO ORDER
 2. ROLL CALL
 3. APPROVAL OF MINUTES – N/A

PUBLIC HEARING

4. **FPF Stephenson Lane – Large Scale Comp Plan, Ordinance 2026-008 -
Alternate Keys 1288738, 1288576, 3870774, 1772494**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT AND SITE SPECIFIC AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY MULTI-FAMILY LOW DENSITY OF 14.86 +/- ACRES OF PROPERTY GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF MYRTLE LAKE AVE.; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

5. **Vita Serena – Large Scale Comp Plan, Ordinance 2025-026 – Alternate Keys:
Unincorporated 3884327, 1288347, 1288053 and 1288339 (Fruitland Park)**
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT

PURSUANT TO 163.3184, FLORIDA STATUTES, BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY RURAL TO CITY OF FRUITLAND PARK SINGLE FAMILY MEDIUM DENSITY ON 95.35 +/- ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND WEST OF MICRO RACETRACK ROAD; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

6. UNFINISHED BUSINESS

7. PUBLIC COMMENTS

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the Planning and Zoning Board. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

8. OTHER BUSINESS

9. ADJOURNMENT

Any person requiring a special accommodation at this meeting because of disability or physical impairment should contact the City Clerk's Office at City Hall (352) 360-6727 at least forty-eight (48) hours prior to the meeting. (§286.26 F.S.) If a person decides to appeal any decision made by the City of Fruitland Park with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The city does not provide verbatim records. (§286.0105, F.S.)



ORDINANCE 2026-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 14.86 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF MYRTLE LAKE AVENUE, WEST OF CR 468, AND NORTH OF LEWIS ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; SETTING AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Johsua Conradi, P.E, Kimley-Horn, as Applicant, on behalf of the Owner, INVCO GROUP, LLC, requesting that approximately 14.86 ± acres of real property generally located south of Myrtle Lake Avenue and west of CR 468 (the "Property") be annexed to and made a part of the City of Fruitland Park; and

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

WHEREAS, the Property is contiguous to the City limits, is reasonably compact, and acts to in-fill a county enclave.

WHEREAS, the City Commission has determined that the area proposed for annexation meets the requirements of §171.044, Florida Statutes; and

WHEREAS, this Ordinance has been advertised as required by law with a copy of said notice sent via certified mail to the Board of County Commissioners of Lake County as provided for by statute; and

WHEREAS, all other procedural and notice requirements mandated by State law and the City's Code of Ordinances have been followed and satisfied; and

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

Section 1.

The following described property consisting of approximately 14.86 +/- acres of land generally located south of Myrtle Lake Avenue and west of CR 468, contiguous to the City limits, is hereby incorporated into and made part of the City of Fruitland Park Florida. The property is more particularly described as follows:

LEGAL DESCRIPTION: See "Exhibit A"

Parcel Alternate Key No. 1288576, 1288738, 1772494, and 3870774

Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County, Florida, and the Department of State of Florida within seven (7) days after its passage on second and final reading.

Section 3. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendments to include the property annexed in the City Comprehensive Plan.

Section 5. Upon this Ordinance becoming effective, the property annexed shall be subject to all laws, ordinances, and regulations enforced in the City of Fruitland Park and shall be entitled to the same privileges and benefits as other parts of the City of Fruitland Park upon the effective date of the annexation.

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

Section 7. This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park in accordance with law.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2026.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Gwen Keough-Johns, City Clerk

Anita Geraci-Carver, City Attorney

Mayor Cheshire	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice-Mayor DeGrave	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Cosenza	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Raysin	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Williams	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

(SEAL)

Passed First Reading _____

Passed Second Reading _____

“EXHIBIT A”

LEGAL DESCRIPTION

Parcel 1: The West 174 feet of the South 250.35 feet of the East 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, Less Right of Way on North side for Clay Road.

Less that certain property described as: From the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, run South 0°33'40" West, along the East line of said Section 8, 20.0 feet, to the South right-of-way of a County Road and the Point of Beginning of this description, run thence North 89°40'45" West, along said right-of-way of County Road 150.0 feet, thence South 00°33'40" West 313.06 feet, thence South 89°45'00" East 150.0 feet, thence North 0°33'40" East 312.68 feet to the Point of Beginning.

Property 2: From the N.W. corner of the East 1/4 of the SE 1/4 of the SE 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, run S. 0°33'40" West a distance of 20 feet to the South right of way of a County Road, run S. 0°33'40" West along the West line of the East 1/4 of the SE 1/4 of the SE 1/4 of said Section 8, a distance of 1,306.70 feet to the South line of Section 8; thence run Easterly along the South line of Section 8 a distance of 200 feet to the Point of Beginning; thence run Easterly along the South line of Section 8 128.90 feet to the S.E. corner of said Section 8, thence run Northerly along the East line of Section 8, a distance of 338 feet, thence run N. 89°45'00" West 128.90 feet, thence run S. 0°33'40" West 338 feet to the Point of Beginning. Together with an easement for ingress and egress on, over and across the following described property: From the N.W. corner of the East 1/4 of the SE 1/4 of the SE 1/4 of Section 8, Township 19 South, way of a County road and the Point of Beginning of this description; run S. 0°33'40" West along the West line of the East 1/4 of the SE 1/4 of the SE 1/4 of said Section 8 a distance of 593.00 feet; thence run S. 89°45'00" East 200 feet, thence run N. 0°33'40" East 25 feet, thence run N. 89°45'00" West 175 feet; thence N. 0°33'40" East to the South right of way of the County Road; thence N. 89°45'45" West 25.0 feet to the Point of Beginning.

Property 3: The East 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, Less the South 338 feet of the East 128.90 feet, Less The West 174 feet of the South 250.35, Less Right of Way on North side for Clay Road, Less that certain property described as: From the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, run South 0°33'40" West, along the East line of said Section 8, 20.0 feet, to the South right-of-way of a County Road and the Point of Beginning of this description, run thence North 89°40'45" West, along said right-of-way of County Road 150.0 feet, thence South 0°33'40" West 313.06 feet, thence South 89°45'00" East 150.0 feet, thence North 0°33'40" East 312.68 feet to the Point of Beginning.

Property 4: The North 400 feet of the East 1/4 of the Northeast 1/4 of Section 17, Township 19 South, Range 24 East, Lake County, Florida.

The Villages
DAILY SUN

Published Daily
State of Florida
County Of Sumter

Affidavit of Publication

Before the undersigned authority personally
Appeared **Amber Sevison** who on oath says that
he or she is Legal Ad Coordinator of the Villages
DAILY SUN, a daily newspaper published in
Sumter County, Florida with circulation in Lake,
Sumter and Marion Counties; that the attached
copy of advertisement, being a Legal Ad # **01304617**
in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

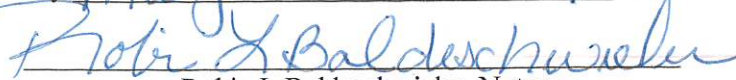
APRIL 29, 2026
MAY 6, 2026

Affiant further says that the Daily Sun is a newspaper
that complies with all legal requirements for publication in
chapter 50, Florida Statutes.


(Signature Of Affiant)

Sworn to and subscribed before me this 6

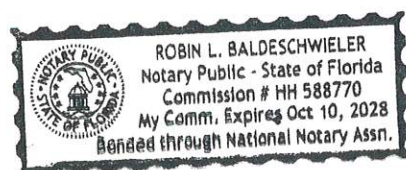
day May 2026.


Robin L Baldeschwieler, Notary

Personally Known _____ or

Production Identification _____

Type of Identification Produced _____



NOTICE OF PUBLIC HEARING

ORDINANCE 2025-014

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 14.86 ± ACRES OF LAND GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF MYRTLE LAKE AVE.; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY SINGLE-FAMILY MEDIUM DENSITY OF 14.86 +/- ACRES OF PROPERTY GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF MYRTLE LAKE AVE.; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 14.86 +/- ACRES OF PROPERTY FROM LAKE COUNTY RURAL RESIDENTIAL (R-1) AND RESIDENTIAL PROFESSIONAL (RP) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF LAKE MYRTLE AVE.; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinances will be considered at the following public meetings:

Planning & Zoning Board Thursday, May 21, 2026 @ 6:00 p.m.

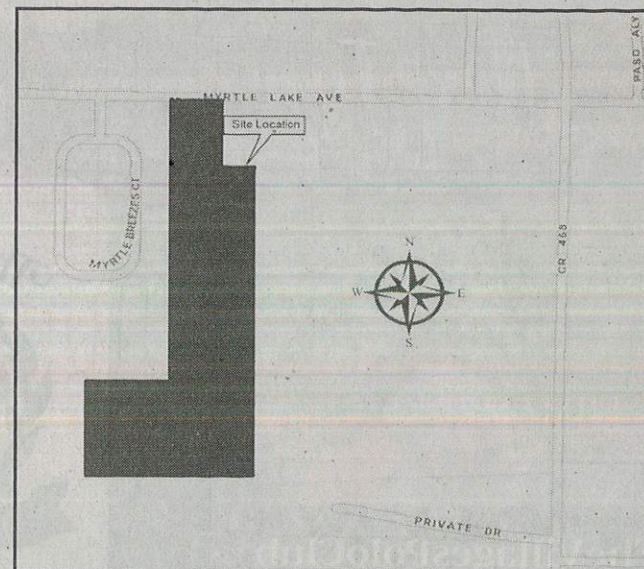
Land Planning Agency Thursday, May 21, 2026 @ 6:10 p.m.

City Commission 1ST Reading Thursday, June 11, 2026 @ 6:00 p.m.

City Commission 2ND Reading Thursday, June 25, 2026 @ 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed ordinances and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed ordinances.

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Gwen Johns, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.



ORDINANCE 2026-008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT AND SITE SPECIFIC AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY MULTI-FAMILY LOW DENSITY OF 14.86 +/- ACRES OF PROPERTY GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF MYRTLE LAKE AVE.; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Invco Group, LLC, as Owner, requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation of "Multi-Family Low Density" under the Comprehensive Plan for the City of Fruitland Park; and

WHEREAS, the required notice of the proposed small scale comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

WHEREAS, the Planning and Zoning Commission of the City of Fruitland Park and the Local Planning Agency for the City of Fruitland Park have reviewed the proposed amendment to the Comprehensive Plan and have made recommendations to the City Commission of the City of Fruitland Park.

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

Section 1: The following described property consisting of approximately 14.86 ± acres generally located west of CR 468 and south of Myrtle Lake Ave. as described and depicted as set forth on Exhibit "A" shall be assigned a land use designation of Multi-Family Low Density under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference. The land use plan amendment also includes a text amendment to the Future Land Use Goals, Objectives, and Policies as follows:

Policy 1-10.2: Invco Group, LLC. The City of Fruitland Park will enforce development standards on the subject site in order to comply with the Comprehensive Plan while also making the development feasible. The development shall meet the applicable goals, objectives and policies of the Comprehensive Plan, however, the land use and development potential made available by the Future Land Use Map Amendment is hereby limited as follows:

- The parcel shall be developed under the zoning classification of Planned Unit Development (PUD) to address maximum density standards, site design, setbacks, and buffering.
- The maximum number of units shall be 46.

- This development will allow only single family detached and duplex units to be developed.
- The development is required to be served by central potable water and central sanitary sewer facilities.

Section 2: A copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Fruitland Park as a matter of permanent record of the City, matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.

Section 3. Direction to the City Manager.

Upon the Effective Date of this ordinance, the City Manager is hereby authorized to amend the comprehensive plan and future land-use map as identified herein after compliance with F.S. 163.3187 and F.S. 163.3184(11).

Section 4: Severability.

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

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

Section 6: Scrivener's Errors.

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

Section 7. Adoption

After adoption, a copy hereof shall be forwarded to the Florida Department of Commerce.

Section 8: This Ordinance shall become effective 31 days after its adoption by the City Commission. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2026.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Gwen Keough-Johns, BS, MMC, City Clerk

Anita Geraci-Carver, City Attorney

Mayor Cheshire	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice-Mayor DeGrave	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Williams	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Cosenza	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Raysin	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading _____
Passed Second Reading _____
(SEAL)

“EXHIBIT A”

LEGAL DESCRIPTION

Parcel 1:

The West 174 feet of the South 250.35 feet of the East 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, Less Right of Way on North side for Clay Road.

Less that certain property described as: From the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, run South 0°33'40" West, along the East line of said Section 8, 20.0 feet, to the South right-of-way of a County Road and the Point of Beginning of this description, run thence North 89°40'45" West, along said right-of-way of County Road 150.0 feet, thence South 0033'40" West 313.06 feet, thence South 89°45'00" East 150.0 feet, thence North 0°33'40" East 312.68 feet to the Point of Beginning.

Property 2:

From the N.W. corner of the East 1/4 of the SE 1/4 of the SE 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, run S. 0°33'40" West a distance of 20 feet to the South right of way of a County Road, run S. 0°33'40" West along the West line of the East 1/4 of the SE 1/4 of the SE 1/4 of said Section 8, a distance of 1,306.70 feet to the South line of Section 8; thence run Easterly along the South line of Section 8 a distance of 200 feet to the Point of Beginning; thence run Easterly along the South line of Section 8 128.90 feet to the S.E. corner of said Section 8, thence run Northerly along the East line of Section 8, a distance of 338 feet, thence run N. 89°45'00" West 128.90 feet, thence run S. 0°33'40" West 338 feet to the Point of Beginning.

Together with an easement for ingress and egress on, over and across the following described property: From the N.W. corner of the East 1/4 of the SE 1/4 of the SE 1/4 of Section 8, Township 19 South, way of a County road and the Point of Beginning of this description; run S. 0°33'40" West along the West line of the East 1/4 of the SE 1/4 of the SE 1/4 of said Section 8 a distance of 593.00 feet; thence run S. 89°45'00" East 200 feet, thence run N. 0°33'40" East 25 feet, thence run N. 89°45'00" West 175 feet; thence N. 0°33'40" East to the South right of way of the County Road; thence N. 89°45'45" West 25.0 feet to the Point of Beginning.

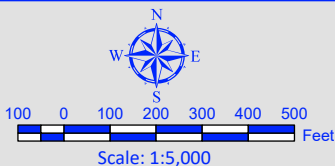
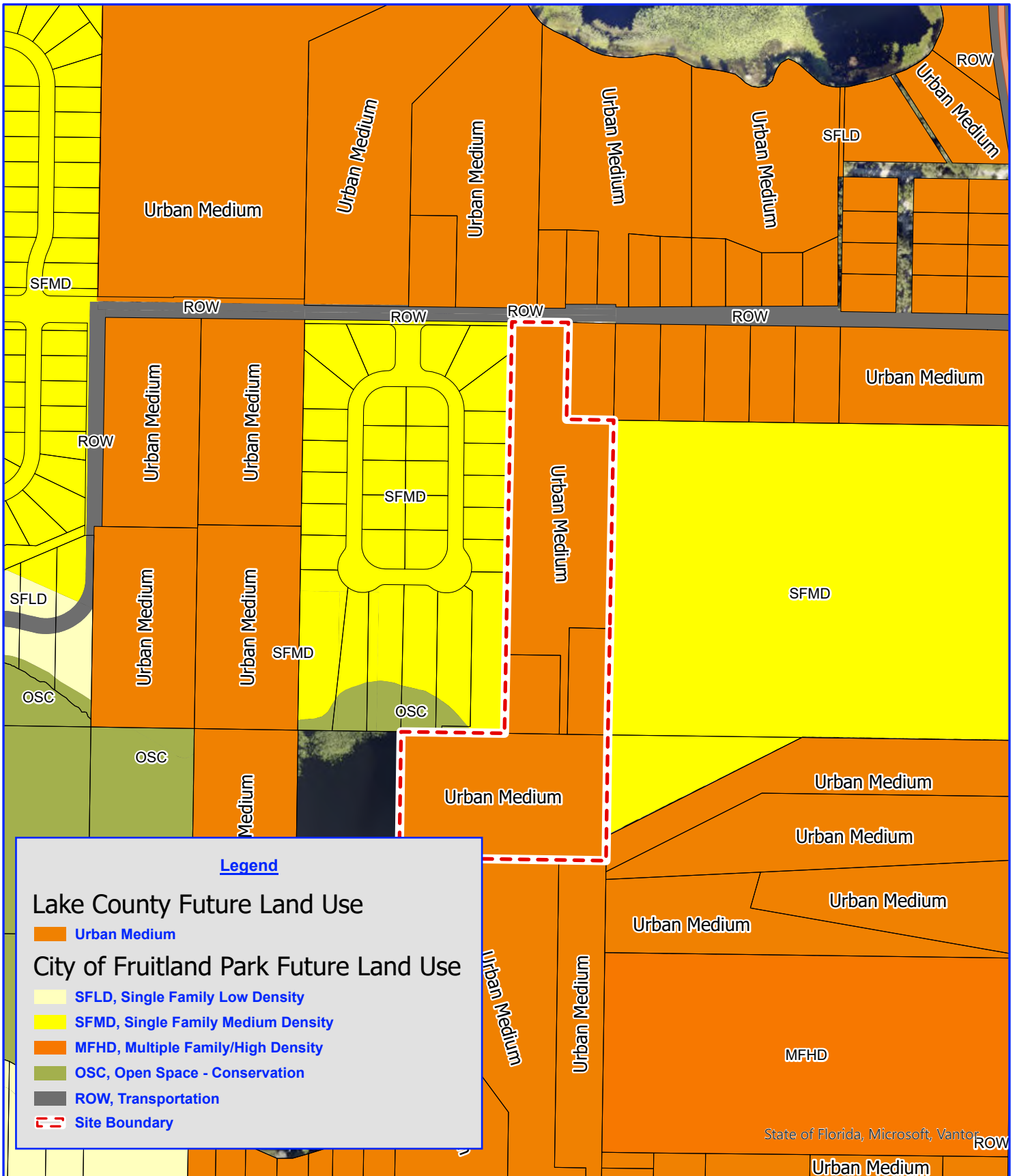
Property 3:

The East 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, Less the South 338 feet of the East 128.90 feet, Less The West 174 feet of the South 250.35, Less Right of Way on North side for Clay Road, Less that certain property described as: From the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, run South 0°33'40" West, along the East line of said Section 8, 20.0 feet, to the South right-of-way of a County Road and the Point of Beginning of this description, run thence North 89°40'45" West, along said right-of-way of County Road 150.0 feet, thence South 0°33'40" West 313.06 feet, thence South 89°45'00" East 150.0 feet, thence North 0°33'40" East 312.68 feet to the Point of Beginning.

Property 4:

The North 400 feet of the East 1/4 of the Northeast 1/4 of Section 17, Township 19 South, Range 24 East, Lake County, Florida.

“EXHIBIT B”

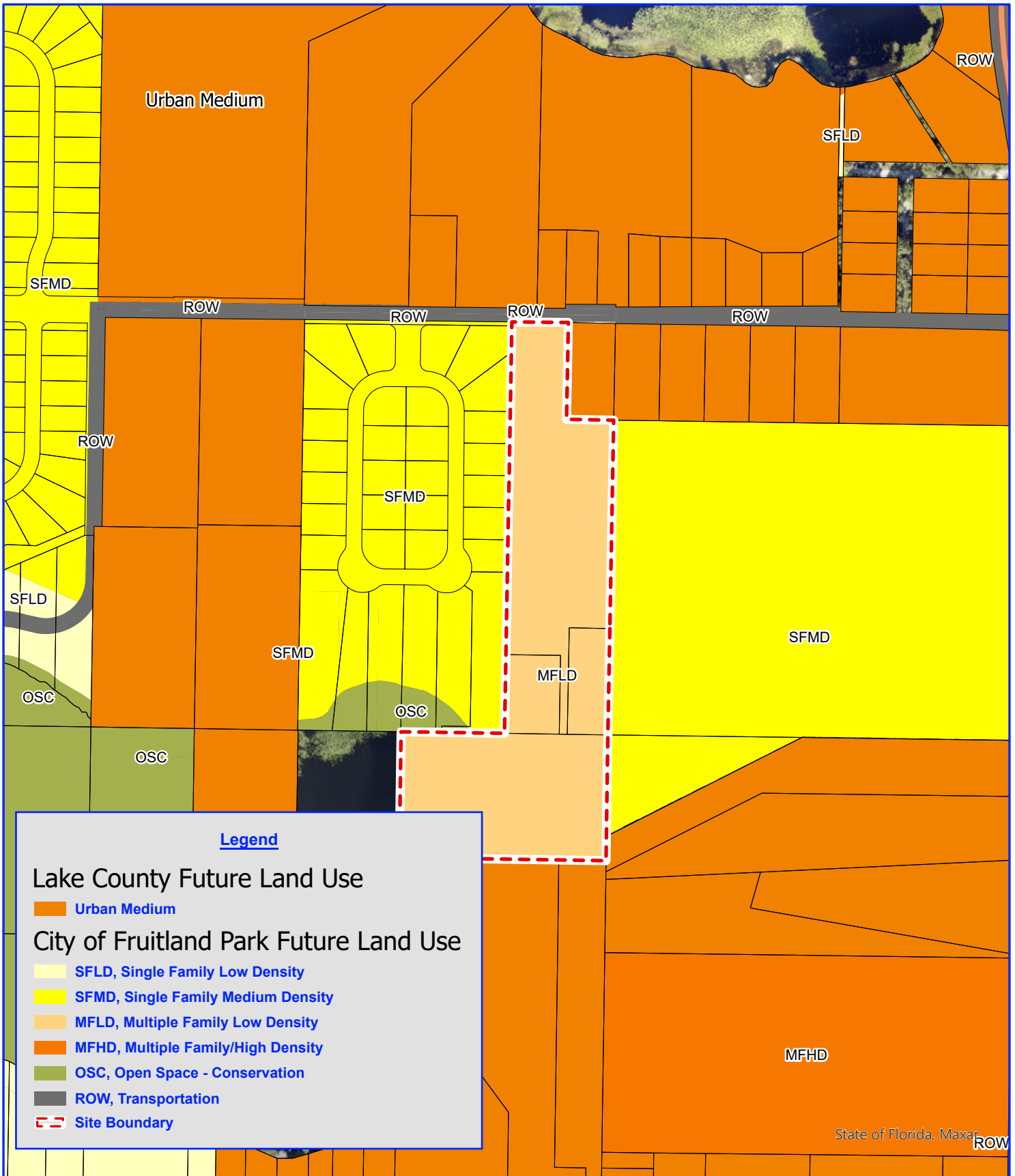


Invco Group, LLC

Fruitland Park, Florida
Existing Future Land Use Map

Project: Invco Group, LLC
Name: Existing FLU
PM: S. Lindh
Date: May 12, 2026
Created By: T. Ramdass





100 0 100 200 300 400 500 Feet
Scale: 1:5,000

Invco Group, LLC
Fruitland Park, Florida
Proposed Future Land Use Map

Project: Invco Group, LLC
Name: FLU
PM: M. Rankin
Date: October 22, 2025
Created By: T. Ramdass



ORDINANCE 2026-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 14.86 +/- ACRES OF PROPERTY FROM LAKE COUNTY RURAL RESIDENTIAL (R-1) AND RESIDENTIAL PROFESSIONAL (RP) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF LAKE MYRTLE AVE.; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Invco Group, LLC as Owner, requesting that real property within the city limits of the City of Fruitland Park be rezoned from Lake County Rural Residential (R-1) and Residential Professional (RP) to City Planned Unit Development (PUD) within the City limits of Fruitland Park; and

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

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

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

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

Section 1: The following described property consisting of approximately 14.86 ± acres generally located west of CR 468 and south of Myrtle Lake Ave. as described as set forth on **Exhibit "A"** and depicted on the map attached hereto as **Exhibit "B"**. shall hereafter be designated as PUD "Planned Unit Development" as defined in the Fruitland Park Land Development Regulations. The Property shall hereafter be developed with a maximum of 22 residential units and according to the Master Development Agreement attached hereto as **Exhibit "C"**, which includes, but is not limited to, the concept plan attached to the Master Development Agreement.

Section 2: That the City Manager, or designee, is hereby directed to have amended, altered, and implemented the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. Scrivener's Errors. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

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

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

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2025.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Gwen Keough-Johns, MS, MMC, City Clerk

Anita Geraci-Carver, City Attorney

Mayor Cheshire	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice-Mayor DeGrave	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Gunter	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Mobilian	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading _____
Passed Second Reading _____
(SEAL)

“EXHIBIT A”

Parcel 1:

The West 174 feet of the South 250.35 feet of the East 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, Less Right of Way on North side for Clay Road.

Less that certain property described as: From the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, run South 0°33'40" West, along the East line of said Section 8, 20.0 feet, to the South right-of-way of a County Road and the Point of Beginning of this description, run thence North 89°40'45" West, along said right-of-way of County Road 150.0 feet, thence South 0033'40" West 313.06 feet, thence South 89°45'00" East 150.0 feet, thence North 0°33'40" East 312.68 feet to the Point of Beginning.

Property 2:

From the N.W. corner of the East 1/4 of the SE 1/4 of the SE 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, run S. 0°33'40" West a distance of 20 feet to the South right of way of a County Road, run S. 0°33'40" West along the West line of the East 1/4 of the SE 1/4 of the SE 1/4 of said Section 8, a distance of 1,306.70 feet to the South line of Section 8; thence run Easterly along the South line of Section 8 a distance of 200 feet to the Point of Beginning; thence run Easterly along the South line of Section 8 128.90 feet to the S.E. corner of said Section 8, thence run Northerly along the East line of Section 8, a distance of 338 feet, thence run N. 89°45'00" West 128.90 feet, thence run S.

0°33'40" West 338 feet to the Point of Beginning.

Together with an easement for ingress and egress on, over and across the following described property: From the N.W. corner of the East 1/4 of the SE 1/4 of the SE 1/4 of Section 8, Township 19 South, way of a County road and the Point of Beginning of this description; run S. 0°33'40" West along the West line of the East 1/4 of the SE 1/4 of the SE 1/4 of said Section 8 a distance of 593.00 feet; thence run S. 89°45'00" East 200 feet, thence run N. 0°33'40" East 25 feet, thence run N. 89°45'00" West 175 feet; thence N. 0°33'40" East to the South right of way of the County Road; thence N. 89°45'45" West 25.0 feet to the Point of Beginning.

Property 3:

The East 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, Less the South 338 feet of the East 128.90 feet, Less The West 174 feet of the South 250.35, Less Right of Way on North side for Clay Road, Less that certain property described as: From the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, run South 0°33'40" West, along the East line of said Section 8, 20.0 feet, to the South right-of-way of a County Road and the Point of Beginning of this description, run thence North 89°40'45" West, along said right-of-way of County Road 150.0 feet, thence South 0°33'40" West 313.06 feet, thence South 89°45'00" East 150.0 feet, thence North 0°33'40" East 312.68 feet to the Point of Beginning.

Property 4:

The North 400 feet of the East 1/4 of the Northeast 1/4 of Section 17, Township 19 South, Range 24 East, Lake County, Florida.

EXHIBIT “B”

**EXHIBIT “C”
MASTER DEVELOPMENT AGREEMENT**

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

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the ____ day of _____, 2026, between the **CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation**, (hereinafter referred to as the "City"), and **INVCO GROUP, LLC, a Florida limited liability company**, (hereinafter referred to as the "Owner").

RECITALS

1. The Owner owns 14.83 ± acres of property within the City of Fruitland Park, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").
2. The Owner desires to rezone the Property as set forth herein.
3. The Property is currently located within the City of Fruitland Park having a future land use designation of "Single Family Multi-Family Low Density" on the City of Fruitland Park Future Land Use Map and zoned Lake County Rural Residential (R-1) and Residential Professional (RP).
4. Owner has filed applications rezoning from Lake County Rural Residential (R-1) and Residential Professional (RP) to City of Fruitland Park "Planned Unit Development" for the Property.
5. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
6. The City of Fruitland Park has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
7. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.
8. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.
9. This Agreement will address development of the 14.83 +/- acres to be developed for residential use.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and

valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

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

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Sketch" prepared by Kimly-Horn and Associates, Inc., dated January 26, 2026, and attached as **Exhibit "B"** (the "Plan"). The project shall be developed as a residential subdivision. All development shall be consistent with City's "PUD" (Planned Unit Development-) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

Section 4. Permitted Uses for Permitted Uses shall include:

- a. Single family detached residential dwelling units not to exceed 2.
- b. Duplex dwelling units must not exceed 44.
- c. Maximum number of dwelling units consisting of a combination of single family detached and duplex dwelling units shall be 46.
- d. Passive and Active Recreation Facilities.
- e. Temporary modular office uses shall be allowed during construction.
- f. Up to six (6) model homes prior to platting, after approval of the preliminary plan, provided that the model homes shall not be eligible to receive certificates of occupancy for residential use until final plat approval. All off-street parking for model homes shall comply with the requirements in the City's Land Development Code.
- g. Two existing single-family detached residential dwelling units are located on the Property and are included in the development. Existing units are not required to adhere to the development standards provided they are not demolished or expanded. If demolished or expanded, then the unit must comply with the development standards set forth in this Agreement.

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

Planned Unit Development Table		
	Required	Proposed
Lot Size	Min. 8,000 sq.ft.	8,053 sq.ft.
Lot Width	Min. 65 ft.	65 ft.
Building Coverage	Max. 30%, Min. 600 sq.ft. living space	1,700 sq.ft. (21.1%)
Density	Max. 8 du/ac	4.69 du/ac
Open Space	25%	25%
Building Height	35 ft.	26 ft.
Building Setbacks		
Front (Driveway)	25 ft.	25 ft.
Side (Lot)	10 ft.	10 ft.
Side (R.O.W.)	20 ft.	20 ft.
Rear	20 ft.	20 ft.

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

- a. Maximum building height shall be limited to thirty-five feet (35').
- b. For clarity and avoidance of doubt, the open space requirement associated with the development of the Property shall be a minimum of 25% of the total developable acreage of the Property.
- c. Maximum building coverage is 30%.
- d. In order to utilize the stormwater ponds as common open space they shall provide a recreational component such as walking trails, dog park, or open play fields.
- e. Any zoning standard not specifically listed in this Agreement shall be in compliance with **the R-4 zoning district** standards and other applicable sections of the Land Development Code.

Section 6. Changes to the Development Plan/Development Phasing. Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process. The Property may be developed in one phase.

Section 7. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by one unobstructed primary access off of Myrtle Lake Ave., unless otherwise approved by Lake County. Actual location and design of the boulevard shall be determined during the Preliminary Subdivision Plan review. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Permittee shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Fruitland Park, including off-site road improvements on Lake Myrtle Ave., and conveyance of additional right-of-way for Lake Myrtle Ave.
- b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements including curb and gutter.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes.

- d. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Fruitland Park; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City the road system is in suitable condition and meets City of Fruitland Park requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time
- e. A traffic/transportation study shall be submitted prior to preliminary subdivision plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Permittee.
- f. The Property only has 180-ft of right-of-way frontage on Myrtle Lake Ave. which precludes the development of two public street access points. Due to the shape of the Property and the Plan, a single unobstructed drivable access from Myrtle Lake Ave., is being allowed. (Variance from Sec. 157.080(a)(1)(C), LDR.)
- g. A cul-de-sac street of 1,050 +/- ft. in length is being allowed provided it is designed to include a fire apparatus turnaround with a turning radius and width approved by the City's engineer and County fire code official. (Variance from Sec. 157.080(a)(1)(F), LDR.)

Section 8. Homeowners Association. The Owner shall establish a homeowner's association, which shall be responsible for maintenance of common areas and infrastructure within the Property, including, but not limited to, stormwater retention, open space areas, and common areas. The Owner agrees to, at Owner's expense, provide landscaping and improvements to the landscape buffers and open areas located within the Property as agreed to by City during preliminary subdivision plan review. Developer shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

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

Section 9. Water, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. **Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District.** Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.

No final development order shall be granted until there is a finding that all public facilities and services have sufficient capacity at or above their adopted level of service to accommodate the impacts of this development, or that improvements necessary to bring facilities up to their adopted levels of service will be in place concurrent with the impacts of the development as defined in Ch. 153, LDR. At the time of this Agreement wastewater capacity is not available. The earliest wastewater capacity is anticipated to be available is 2031.

During the construction plans and specifications review process, Owner must request a concurrency determination. Conditional construction plan and specifications approval may be granted by the City if during concurrency review capacity is determined to be available, or if construction of additional potable water and/or wastewater capacity is underway and nearing completion; however, should Owner choose to commence with construction prior to the City issuing unconditional construction plan and specification approval, it will be at Owner's risk. Owner further understands that issuance of a certificate of occupancy cannot occur until both potable water and wastewater capacity is available.

Section 10. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate at the time the building permit is issued.

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

Section 11. Easements. Owner shall provide the City such public easements or right of way in form acceptable to the City Attorney, as the City deems necessary for utility services, including but not limited to sewer, water, drainage and reclaimed water services.

Section 12. Landscaping/Buffers. Owner has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install and maintain a ten foot (10') landscape buffer type "A" along the PUD perimeter property boundary. All landscaping and tree protection shall comply with Chapter 164 of the City of Fruitland Park Land Development Regulations.

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

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

Section 13. Stormwater Management. Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 14. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other commercial property owners within the City.

Section 15. Environmental Considerations. The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

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

Section 17. Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record. Title opinion or certification shall have an effective date of no more than 30 days prior to submittal. A copy of all back up documents referenced in the title opinion or certification must be provided.

Section 18. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 19. Due Diligence.

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

Section 20. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, *Florida Statutes*.

Section 21. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 22. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 23. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 24. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

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

As to City:	City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Anita Geraci-Carver Law Office of Anita Geraci-Carver, P.A. 1560 Bloxam Avenue Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
As to Owner:	Invco Group, LLC
Copy to:	

Section 26. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 27. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate three (3) years thereafter; provided, however, that the term of this Agreement may be extended for up to an additional two (2) years by mutual consent of the City and the Owner, subject to a public hearing.

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

Section 29. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer's Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

Signature pages to follow

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

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Witness Signature

By: _____
Invco Group, LLC

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by [☐] physical presence or [☐] online notarization this ____ day of _____ by Invco Group, LLC who is personally known to me or who have produced _____ as identification.

Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

ACCEPTED BY THE CITY OF FRUITLAND PARK

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

By: _____
Chris Cheshire, Mayor

Date: _____

Anita Geraci-Carver
City Attorney

ATTEST: _____
Gwen Johns
City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by ☒ physical present or ☐ online notarization this _____ day of _____ by Chris Cheshire, Mayor of the City of Fruitland Park, a Florida municipal corporation on behalf of the corporation and Gwen Johns, City Clerk of the City of Fruitland Park, Florida, on behalf of the corporation, who are ☒ personally known to be me or produced _____ as identification.

Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

The West 174 feet of the South 250.35 feet of the East 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, Less Right of Way on North side for Clay Road.

Less that certain property described as: From the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, run South 0°33'40" West, along the East line of said Section 8, 20.0 feet, to the South right-of-way of a County Road and the Point of Beginning of this description, run thence North 89°40'45" West, along said right-of-way of County Road 150.0 feet, thence South 0033'40" West 313.06 feet, thence South 89°45'00" East 150.0 feet, thence North 0°33'40" East 312.68 feet to the Point of Beginning.

Property 2:

From the N.W. corner of the East 1/4 of the SE 1/4 of the SE 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, run S. 0°33'40" West a distance of 20 feet to the South right of way of a County Road, run S. 0°33'40" West along the West line of the East 1/4 of the SE 1/4 of the SE 1/4 of said Section 8, a distance of 1,306.70 feet to the South line of Section 8; thence run Easterly along the South line of Section 8 a distance of 200 feet to the Point of Beginning; thence run Easterly along the South line of Section 8 128.90 feet to the S.E. corner of said Section 8, thence run Northerly along the East line of Section 8, a distance of 338 feet, thence run N. 89°45'00" West 128.90 feet, thence run S. 0°33'40" West 338 feet to the Point of Beginning.

Together with an easement for ingress and egress on, over and across the following described property: From the N.W. corner of the East 1/4 of the SE 1/4 of the SE 1/4 of Section 8, Township 19 South, way of a County road and the Point of Beginning of this description; run S. 0°33'40" West along the West line of the East 1/4 of the SE 1/4 of the SE 1/4 of said Section 8 a distance of 593.00 feet; thence run S. 89°45'00" East 200 feet, thence run N. 0°33'40" East 25 feet, thence run N. 89°45'00" West 175 feet; thence N. 0°33'40" East to the South right of way of the County Road; thence N. 89°45'45" West 25.0 feet to the Point of Beginning.

Property 3:

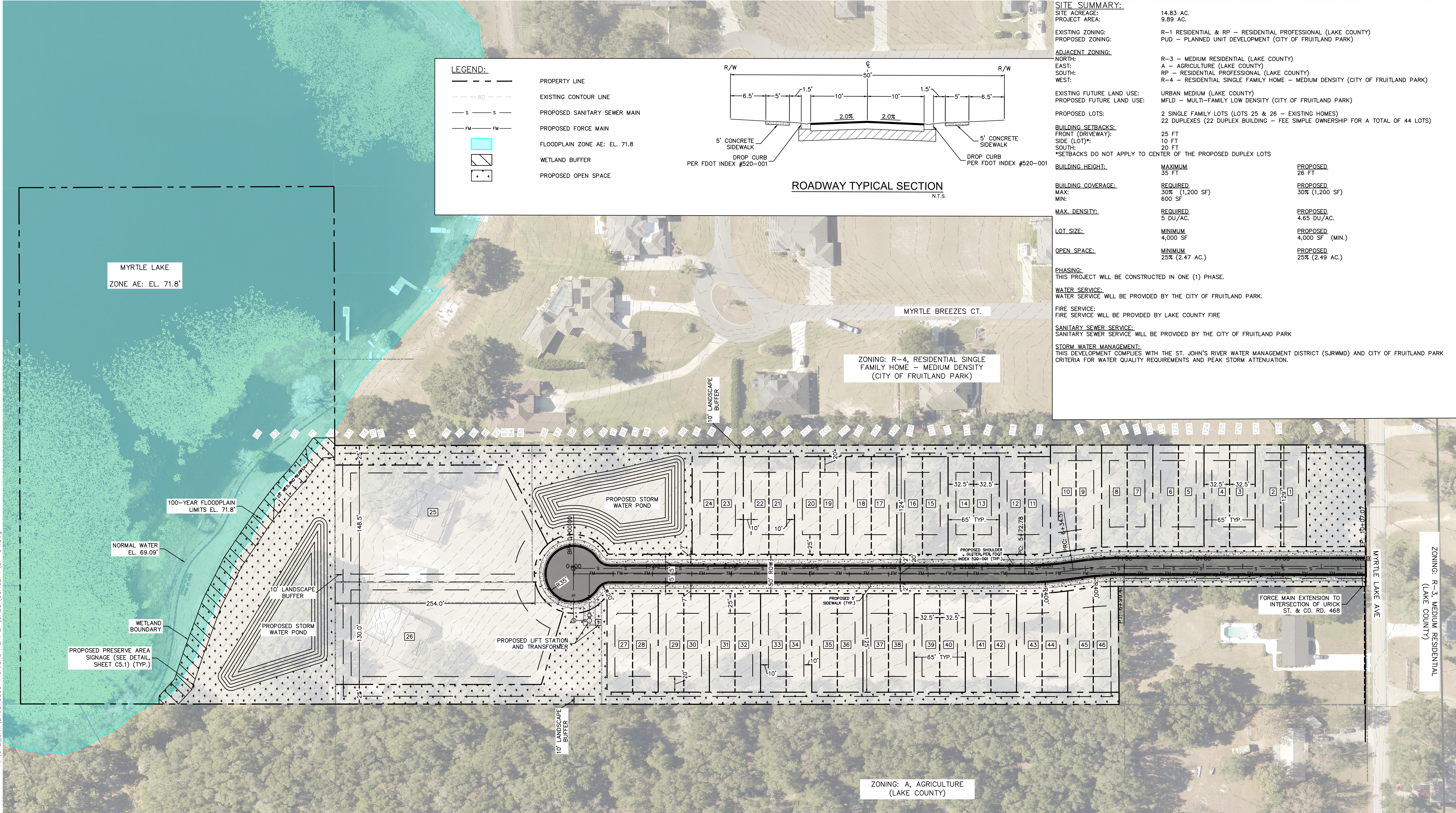
The East 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, Less the South 338 feet of the East 128.90 feet, Less The West 174 feet of the South 250.35, Less Right of Way on North side for Clay Road, Less that certain property described as: From the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, run South 0°33'40" West, along the East line of said Section 8, 20.0 feet, to the South right-of-way of a County Road and the Point of Beginning of this description, run thence North 89°40'45" West, along said right-of-way of County Road 150.0 feet, thence South 0°33'40" West 313.06 feet, thence South 89°45'00" East 150.0 feet, thence North 0°33'40" East 312.68 feet to the Point of Beginning.

Property 4:

The North 400 feet of the East 1/4 of the Northeast 1/4 of Section 17, Township 19 South, Range 24 East, Lake County, Florida.

V2 5-8-26

EXHIBIT "B"
THE PLAN



Code requirement - Section 157.080 (a)(1)(C):
A minimum of two points of access shall be provided into each subdivision of 25 lots or more. Where adjoining development and Code requirements preclude the development of two public street access points, an unobstructed drivable accessway may be substituted if required by the city manager. Turn lanes may be required for a subdivision of 25 lots or more.

Variance Requested:
Allow a single unobstructed drivable access to the proposed development.

Justification:
The existing parcel only has $\pm 180'$ of right-of-way frontage, which precludes the development of two public street access points. Due to the parcel shape, the current layout, with a single road running from north to south and homes on either side, is the only viable path to develop this property.

Code requirement - Section 157.080 (a)(1)(F):
Cul-de-sac streets shall not exceed 600 feet in length, unless granted a variance by the city commission pursuant to section 157.110.

Variance Requested:
Allow a cul-de-sac street that is $\pm 1,050$ feet long.

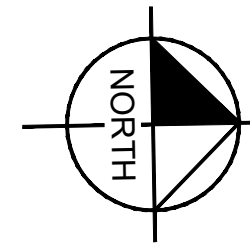
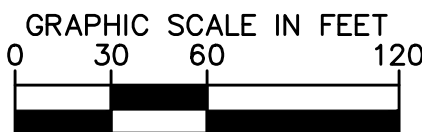
Variance Justification:
The existing parcel only has $\pm 180'$ of right-of-way frontage. Due to the parcel shape, the current layout, with a single road running from north to south, with a cul-de-sac on the southern end and homes on either side, is the only viable path to develop this property. There are 25' building setbacks required on the proposed development so each lot will have a 25' driveway that could potentially be used as a turn-around in an emergency situation.

FRUITLAND

FRUITLAND, FLORIDA

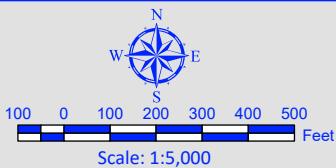
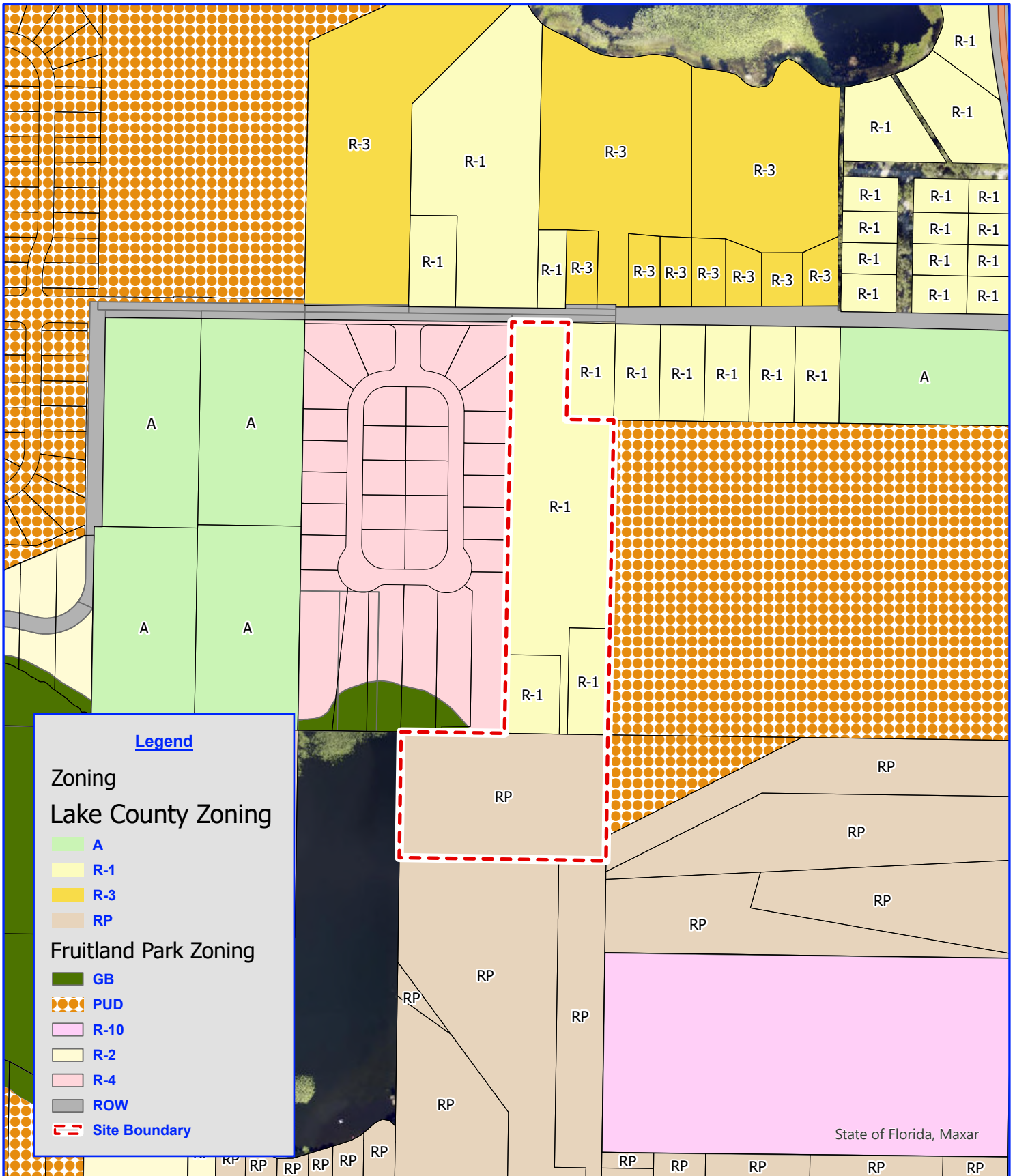
CONCEPTUAL SKETCH

11/17/2025 - JOSHUA CONRADI (407) 233-3652



Kimley»Horn

SP-03

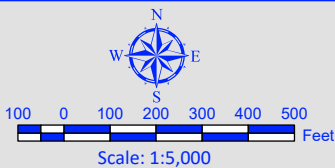
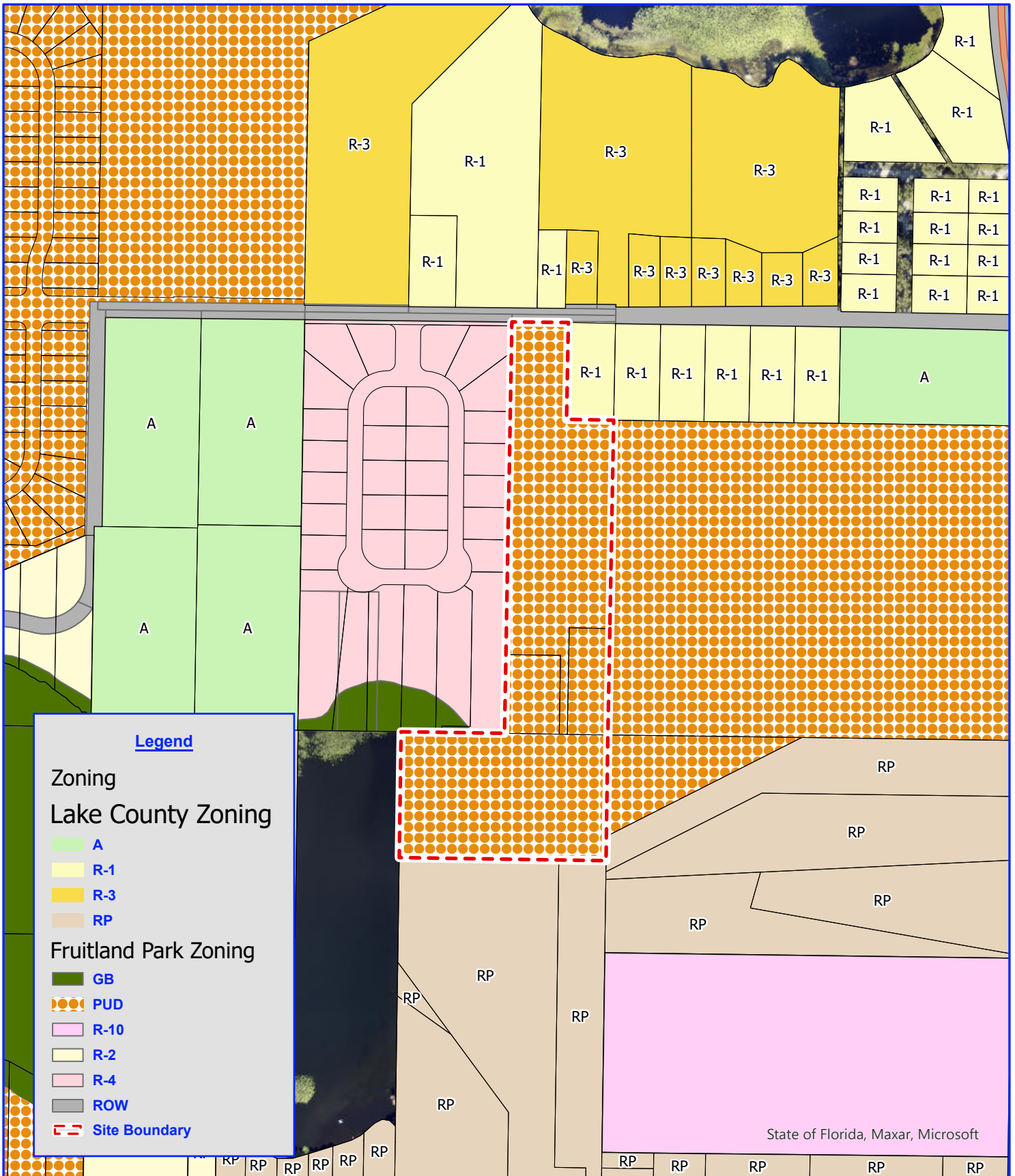


Invco Group, LLC

**Fruitland Park, Florida
Existing Zoning Map**

Project: Invco Group, LLC
 Name: Zoning
 PM: M. Rankin
 Date: October 22, 2025
 Created By: T. Ramdass





Invco Group, LLC

**Fruitland Park, Florida
 Proposed Zoning Map**

Project: Invco Group, LLC
 Name: Zoning
 PM: M. Rankin
 Date: October 22, 2025
 Created By: T. Ramdass



CITY OF FRUITLAND PARK
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC.

ANNEXATION, SSCPA, REZONING AND VARIANCE

Owner: Invco Group, LLC

Engineer: Joshua Conradi, P.E., Kimley-Horn

General Location: South of Myrtle Lake Ave. and West of CR 468

Number of Acres: 14.86 ± acres

Existing Zoning: Lake County Rural Residential (R-1) and Residential Professional (RP)

Proposed Zoning: Planned Unit Development

Existing Land Use: Urban Medium Density (7 units/acre)

Proposed Land Use: Multi-Family Low Density (8 units/acre)

Date: March 3, 2026

Description of Project

The applicant is requesting annexation, a small-scale comp plan amendment, and a rezoning to receive city services and develop a proposed 22-lot duplex (fee simple ownership for a total of 44 lots) and 2 lots encompassing existing detached single-family structures. The proposed minimum duplex lot is 8,053 square feet with a minimum lot width of 65'. The proposed density is 4.69 units/acre based on the project area of 9.80 acres. Total open space proposed is 25%.

	Surrounding Zoning	Surrounding Land Use
North	R-4	Single Family Medium Density (4 units/acre)
South	Lake County Agriculture	Urban Medium Density (7 units/acre)
East	Lake County R-3	Urban Medium Density (7 units/acre)
West	Myrtle Lake	N/A

Assessment

Application

Chapter 152, Section 152.040(e) list criteria for review of comprehensive plan and rezoning amendments as follows:

1) Consistency with the Comprehensive Plan, or in the case of a Plan amendment, consistency with the remainder of the Plan and its goal, objectives and policies.

The applicant submitted data and analysis indicating their opinion of compliance and consistency with the comprehensive plan. In particular the applicant states that the proposed amendment is in compliance with FLU Policies 1-1.1: Adequate Residential Land Area, 1-1.2: Density and Intensity Standards, 1-1.5: Multi-Family Low Density, 1-2.3: Discourage Urban Sprawl, and 1-6.6: Lake Front and Wetland Littoral Zone.

Staff acknowledges that the existing Lake County Urban Medium District allows for all types of residential uses including single family detached, single family attached, two family dwellings (duplexes) and multi-family; however, the Lake County LDRs which implement the comp plan indicate that the appropriate zonings which allow for duplexes include R-4, R-6, R-7 and RP. None of these zoning categories are in the immediate vicinity except for the RP zoning category which is predominately located to the southeast of the subject site along CR 468. Further, FLU Policy 1-2.2(3) indicates that new development should provide “protection of neighborhood cohesiveness and stability of residential characteristics.” The existing development to the west is known as Lake Myrtle Breezes with lots of approximately 0.359 acres (15,638) and developed as detached single family homes of 3,100 square feet plus. The existing development to the east along Myrtle Lake Ave. are 1 acre lots with detached single family dwellings and existing development to the north along Myrtle Lake Ave. are ½ acre lots with detached single family dwellings. Staff acknowledges that there is a recently approved annexation, comp plan amendment and rezoning associated with the adjacent property to the east located along CR 468 (alt key # 1288843) known as CR 468 Subdivision which requested a comp plan designation as SFMD (4 units/acre). Further, transition of residential densities are typically addressed with higher densities in areas accessible to employment and commercial areas and away from environmentally sensitive areas and directing lower density residential in areas close to environmentally sensitive areas. The subject site may be classified as an urban area; however, it is not within an urban core area where higher densities are appropriate.

Staff recommends a specific text amendment which would limit density and prohibit multi-family development. The applicant has proposed the following policy specific amendment:

Fruitland Park Single Family Attached – The City of Fruitland Park will enforce development standards on the Fruitland Park Single Family Attached in order to comply with the Comprehensive Plan while also making the development feasible. The development shall meet the applicable goals, objectives and policies of the Comprehensive Plan, however, the land use and development potential made available by the Future Land Use Map Amendment is hereby limited as follows:

- *The parcel shall be developed un the zoning classification of Planned Unit Development (PUD) to address maximum density standards, site design, setbacks, and buffering.*

- *The maximum number of units shall be 46.*
- *This development will allow only single family and duplex units to be developed.*
- *The development is required to be served by central potable water and central sanitary sewer facilities.*

2) Consistency with applicable sections of the Land Development Code.

The applicant submitted data and analysis indicating that the proposed PUD zoning was compatible and would limit the density.

3) Additionally, as to rezoning amendments:

A) Whether justified by changed or changing conditions.

Annexation into the city requires a city designated zoning.

B) Whether adequate sites already exist for the proposed district uses.

The applicant has applied for a PUD zoning category which would allow for single family and duplex development.

C) Whether specific requirements of the Land Development Code are adequate to ensure compatibility with adjoining properties as required by the Comprehensive Plan.

Any proposed development must comply with the land development regulations including landscape buffers which assist in buffering/mitigating adjacent uses. The conceptual plan indicates perimeter landscape buffers of 10', Type "A" which requires 2 canopy trees and 8 shrubs per 100 linear feet. Historically, landscape buffers within a PUD are 25'; however, due to the proposed development and width of the property, lesser buffer widths are being proposed. Staff would recommend increasing the number of plantings such as 2 canopy trees, 2 understory trees and 15 shrubs per 100 linear feet. In addition, a 3-foot berm may also be appropriate along the western and northeastern property boundary, adjacent to the large single family tracts.

Annexation

The subject site is adjacent to the City limits along the western property boundary and is eligible for voluntary annexation. The subject site is also within the City's Utility Service Area.

Large Scale Comp Plan Amendment

The proposed large scale comprehensive plan amendment consists of 14.86 ± acres and is located south of Lake Myrtle Ave. and west of CR 468. For comprehensive plan purposes a maximum development scenario was utilized.

The site is designated as Urban Medium Density (9.84 acres excluding waterbodies) on the Lake County Future Land Use Map and it is proposed to designate the site as City of Fruitland Park Multi-Family Low Density. Under the Lake County Urban Medium Density future land use could have developed at a

maximum development scenario of 7 units/net acre pursuant to Lake County FLU Policy 1-1.3.3 which results in 69 units.

Under the proposed Multi-Family Low Density land use (8 units/acre) the property could be developed at a maximum development scenario of 79 units pursuant to FLU Policies 1-1.2 and 1-1.4. The amendment results in an increase of 10 units.

The property to the north and east is designated as Lake County Urban Medium Density (7 units/acre), property to the west within the city limits is designated as SF Medium Density (4 units/acre) and Myrtle Lake is located adjacent to the southern boundary. It should be noted that the property to the east recently annexed into the city with a land use of SF Medium Density (4 units/acre).

A policy specific text amendment is proposed as previously discussed in the staff report.

Residential Needs Analysis – The housing element data and analysis indicates the City requires a minimum of 5,460 additional dwelling units to meet the projected need through 2035. The addition of 79 units would assist in meeting this need.

School Impact Analysis – The applicant has submitted a school concurrency application pursuant to Chapter 153, 153.040(b) and has requested a letter of no impact from Lake County School Board.

Traffic Impact Analysis – The applicant has submitted a TIA exemption request. The proposed development will generate 294 daily trips and will result in 41 new AM peak hour trips and 33 new PM peak hour trips. The proposed development will not degrade the LOS of the surrounding roadway network according to the TIA exemption request.

Solid Waste Impact Analysis – The LOS for solid waste is 2 collections per week pursuant to Public Facilities Policy 4-6.1. The City utilizes a private waste hauler through a franchise agreement. The amendment will not cause a deficiency in the LOS.

Utility Impact Analysis – The subject site is within the City of Fruitland Park Utility Service Area and central water is available. The LOS for water is 172 gallons per resident per day pursuant to Public Facilities Policy 4-10.1. The estimated population based on US Census data (estimated 2023) of 2.41 person per household is 190. The estimated water usage is 0.024.

The City owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.879 MGD and the permitted consumptive use permit capacity is 1.22 MGD. The City has a current available capacity of 0.139 mgpd and an analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards. The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 0.106 mgpd.

The City of Fruitland Park provides sanitary sewer. The City of Fruitland Park has an agreement with the Town of Lady Lake to treat sewage and the maximum capacity is 500,000 gallons per day (0.5 mgd). The City currently has an available capacity of 249,000 gallons per day (0.249 mgd). The LOS for sanitary sewer is 122 gallons per resident per day pursuant to Public Facilities Policy 4-2.1. The estimated population based on US Census data (estimated 2023) of 2.41 person per household is 190. The

estimated sanitary sewer usage is 0.023 mgd. The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining capacity of 0.226 mgd.

Environmental Analysis – Prior to development, the applicant will need to submit an environmental assessment addressing protected species and wetlands per Chapter 165, Section 165.190 and Chapter 154, Section 154.030(d)(11).

Rezoning

The subject property is currently zoned Rural Residential (R-1) and Residential Professional (RP) in Lake County and the proposed City zoning is Planned Unit Development (PUD). Surrounding zoning consists of SF Medium Density (R-4), Lake County Agriculture (A), and Lake County Estate Residential (R-2). The PUD would limit density to 5 units/acre and would limit the type of residential units to detached single family and duplex units.

Concept Plan

The concept plan identifies 22 duplex units (4.69 units/acre) and 2 single family lots (all being fee simple ownership) consisting of the following:

22 duplex lots (44 units) of 65' x 125' (8,125 SF) and 70' x 119' (8,330 SF); however, based on the request the duplexes would be sold fee simple with an individual lot size of 35' x 119' for lots on the west side of the roadway and 32.5' x 125' (4,062 SF) for lots on east of roadway. Notes on the concept plan indicate an individual lot size of a minimum of 4,000 SF

2 units of 150' x 253' (39,830 SF to 44,090 SF) lots

Minimum living area – 600 square feet of living area for a total duplex living area of 1,200 square feet

Maximum building coverage – 30%

The proposed setbacks are as follows:

Front – 25'

Side – 10'

Side (ROW) – 20'

Rear – 20'

Chapter 154 requires a minimum of 25% of open space. The plan indicates that the applicant is offering 25% open space (2.52 acres) and includes buffers. No recreational amenities are being proposed; however, a pedestrian path will be available along the rear of the parcels so the residents have access to walk down to the lake according to the applicant.

The conceptual plan indicates perimeter landscape buffers of 10'.

The revised concept identifies Myrtle Lake, the 100-year flood elevation (71.8'), wetland boundary and proposed wetland buffer.

Comprehensive Plan Compliance

Please see Item 1 and 2 above regarding compliance.

Variance

The applicant has requested two (2) variances as follows:

Variance from Chapter 157, Section 157.080(a)(1)(c) which requires a minimum of two (2) points of access from public streets for subdivisions of 25 lots or more.

Variance from Chapter 157, Section 157.080(a)(1)(F) which limits cul-de-sac length to 600'.

The applicant has submitted a justification statement for the variance (see attached).

When reviewing an application for variance, the Planning and Zoning Board and the City Commission shall consider the following requirements and criteria.

- 1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

RESPONSE: The applicant indicates that the existing parcel only has 180 ± feet of right of way frontage which precludes the development of two public street access points. Due to the parcel shape, the current layout, with a single road running from north to south, with a cul-de-sac on the southern end and homes on either side, is the only viable path to develop this property.

It is planning staff's understanding that more than one fire rescue, police and emergency access into the subdivision is needed when a single access road could be impaired by vehicle congestion, condition of terrain, climatic conditions or other factors which could limit access pursuant to Florida Fire Codes. Typically, if single access is proposed due to site constraints, then it has been acceptable to either provide a dual boulevard entry or as an alternate from of compliance is to install automatic fire sprinklers; however, the ultimate decision regarding fire access is deferred to the local fire official of whose jurisdiction it is located in. The plans were submitted to Lake County Fire and they have indicated that they have no objection to the variance.

Review of the master plan indicates that a dual boulevard entry could be utilized; however, it may affect the overall density.

The second variance request is in regards to the cul-de-sac length from 600' to 1,050'. The applicant's indicate that due to the parcel shape, the current layout, with a single road running from north to south, with a cul-de-sac on the southern end and homes on either side, is the only viable path to develop this property. There are 25' building setbacks required on the proposed development so each lot will have a 25' driveway that could potentially be used as a turn-around in an emergency situation.

It is planning staff's understanding that cul-de-sac length of 600' is often tied to the maximum length of fire department hoses, fire hydrants are normally placed at street intersections

rather than cul-de-sacs, and more efficient response times; however, the ultimate decision is deferred to the local fire official of whose jurisdiction it is located in. The plans were submitted to Lake County Fire and they have no objection to the variance.

- 2) The special conditions and circumstances are not the results of actions of the applicant and/or registered property owner;

RESPONSE: The applicant indicates that the special conditions and circumstances are not the result of the applicant. See response to item 1.

- 3) Literal interpretation and enforcement of the Land Development Code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code, and would work unnecessary undue hardship on the applicant;

RESPONSE: The applicant indicates that strict adherence to current code would be an undue hardship.

- 4) Granting of the variance request will not confer on the applicant any special privilege that is denied by the Land Development Code to other lands, buildings or structures in the same zoning district; and

RESPONSE: Granting variances from the particular code requirements would not confer on the applicant any special privilege provided alternate forms of compliance are provided.

- 5) The granting of the variance will be in harmony with the general intent and purpose of the Land Development Code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

RESPONSE: The variances requested are in regards to fire rescue, police and emergency services. To address these requirements other means such as dual boulevard or fire sprinklers and evidence that adequate fire hydrant placement and response times would not be negatively affected. Lake County Fire has indicated they have no objection to the variances.

Conclusions

The revised conceptual plan indicates perimeter landscape buffers of 10', Type "A" which requires 2 canopy trees and 8 shrubs per 100 linear feet. Historically, landscape buffers within a PUD are 25'; however, due to the proposed development and width of the property, lesser buffer widths are being proposed. Staff would recommend increasing the number of plantings such as 2 canopy trees, 2 understory trees and 15 shrubs per 100 linear feet. In addition, a 3-foot berm may also be appropriate along the western and northeastern property boundary, adjacent to the large single-family tracts.

Should the requested variances be granted, the following conditions are recommended:

Provide dual boulevard entry or provide fire sprinklers in the units

Provide evidence that adequate fire hydrant placement and hose lengths can be maintained

The Villages
DAILY SUN

Published Daily
State of Florida
County Of Sumter

Affidavit of Publication

Before the undersigned authority personally
Appeared **Amber Sevison** who on oath says that
he or she is Legal Ad Coordinator of the Villages
DAILY SUN, a daily newspaper published in
Sumter County, Florida with circulation in Lake,
Sumter and Marion Counties; that the attached
copy of advertisement, being a Legal Ad # **01304617**
in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

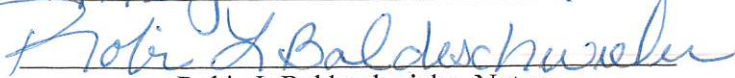
APRIL 29, 2026
MAY 6, 2026

Affiant further says that the Daily Sun is a newspaper
that complies with all legal requirements for publication in
chapter 50, Florida Statutes.


(Signature Of Affiant)

Sworn to and subscribed before me this 6

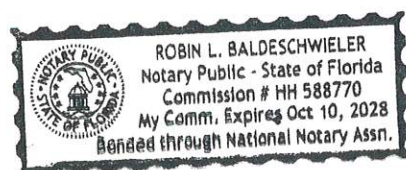
day May 2026.


Robin L Baldeschwieler, Notary

Personally Known _____ or

Production Identification _____

Type of Identification Produced _____



NOTICE OF PUBLIC HEARING

ORDINANCE 2025-014

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 14.86 ± ACRES OF LAND GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF MYRTLE LAKE AVE.; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY SINGLE-FAMILY MEDIUM DENSITY OF 14.86 +/- ACRES OF PROPERTY GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF MYRTLE LAKE AVE.; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 14.86 +/- ACRES OF PROPERTY FROM LAKE COUNTY RURAL RESIDENTIAL (R-1) AND RESIDENTIAL PROFESSIONAL (RP) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF LAKE MYRTLE AVE.; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinances will be considered at the following public meetings:

Planning & Zoning Board Thursday, May 21, 2026 @ 6:00 p.m.

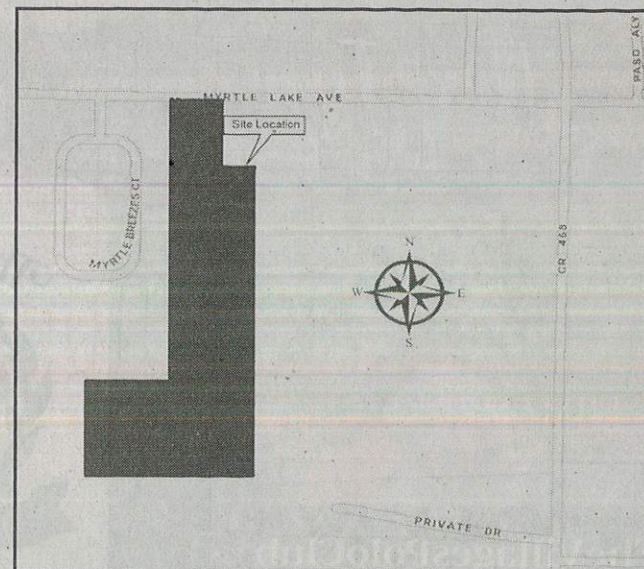
Land Planning Agency Thursday, May 21, 2026 @ 6:10 p.m.

City Commission 1ST Reading Thursday, June 11, 2026 @ 6:00 p.m.

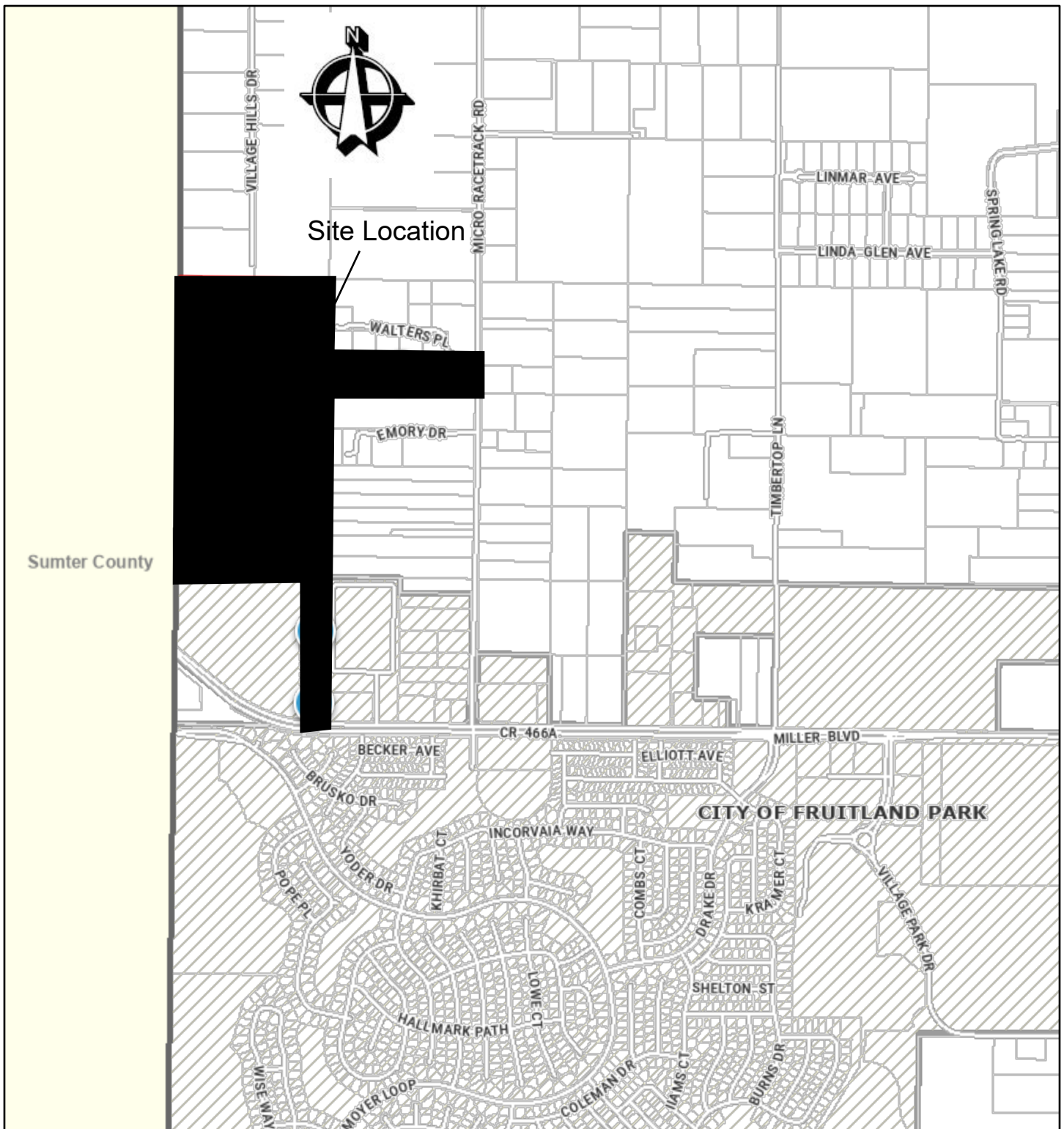
City Commission 2ND Reading Thursday, June 25, 2026 @ 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed ordinances and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed ordinances.

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Gwen Johns, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.



Map Location (VS)



ORDINANCE 2025-026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT PURSUANT TO 163.3184, FLORIDA STATUTES, BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY RURAL TO CITY OF FRUITLAND PARK SINGLE FAMILY MEDIUM DENSITY ON 95.35 +/- ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND WEST OF MICRO RACETRACK ROAD; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Richard Wohlfarth, applicant on behalf of Joseph C. Burke, Jr. as Owner, requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation of "Single Family Medium Density" under the Comprehensive Plan for the City of Fruitland Park; and

WHEREAS, the required notice of the proposed large scale comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

WHEREAS, the Planning and Zoning Special Master of the City of Fruitland Park, serving in the capacity as local planning agency and planning and zoning board, reviewed the proposed amendment to the Comprehensive Plan and has made recommendations to the City Commission of the City of Fruitland Park; and

WHEREAS, the ordinance has been advertised as required by law for two public hearings with the first public hearing occurring at least 7 days after the first advertisement was published and the second public hearing for adoption of this ordinance occurring at least 5 days after the day of the second advertisement; and

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

Section 1: The following described property consisting of approximately 94.35 ± acres generally located north of CR 466A and west of Micro Racetrack Road as described and depicted as set forth on **Exhibit "A"** shall be assigned a land use designation of Single Family Medium Density under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as **Exhibit "B"** and incorporated herein by reference.

Section 2: A copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Fruitland Park as a matter of permanent record of the City, matters and contents therein are made a part of this ordinance by reference as fully and

completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.

Section 3. Transmittal.

After the first public hearing, a copy hereof shall be transmitted to the Department of Commerce, the East Central Florida Regional Planning Council, the water management district, the Department of Environmental Protection, the Department of State, the Florida Department of Transportation, the Fish and Wildlife Conservation Commission, the Department of Agriculture and Consumer Services, the Department of Education, Lake County, and any other unit of local government or governmental agency in the State of Florida that has filed a written request with the Clerk of the City of Fruitland Park, Florida.

Section 4: Direction to the City Manager.

Upon the Effective Date of this ordinance, the City Manager is hereby authorized to amend the comprehensive plan and future land-use map as identified herein after compliance with F.S. 163.3184 and F.S. 163.3184(11).

Section 5: Severability.

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

Section 6: Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: Scrivener's Errors.

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

Section 8. Adoption

After adoption, a copy hereof shall be forwarded to the Department of Commerce.

Section 9: This Ordinance shall become effective 31 days after its adoption by the City Commission. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2026.

Chris Cheshire, Mayor

City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Gwen Johns, City Clerk

Anita Geraci-Carver, City Attorney

Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor DeGrave _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Cosenza _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Raysin _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Williams _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading _____

Passed Second Reading _____

(SEAL)

EXHIBIT A

Parcel 1:

The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 6, Township 19 South, Range 24 East, Lake County, Florida.

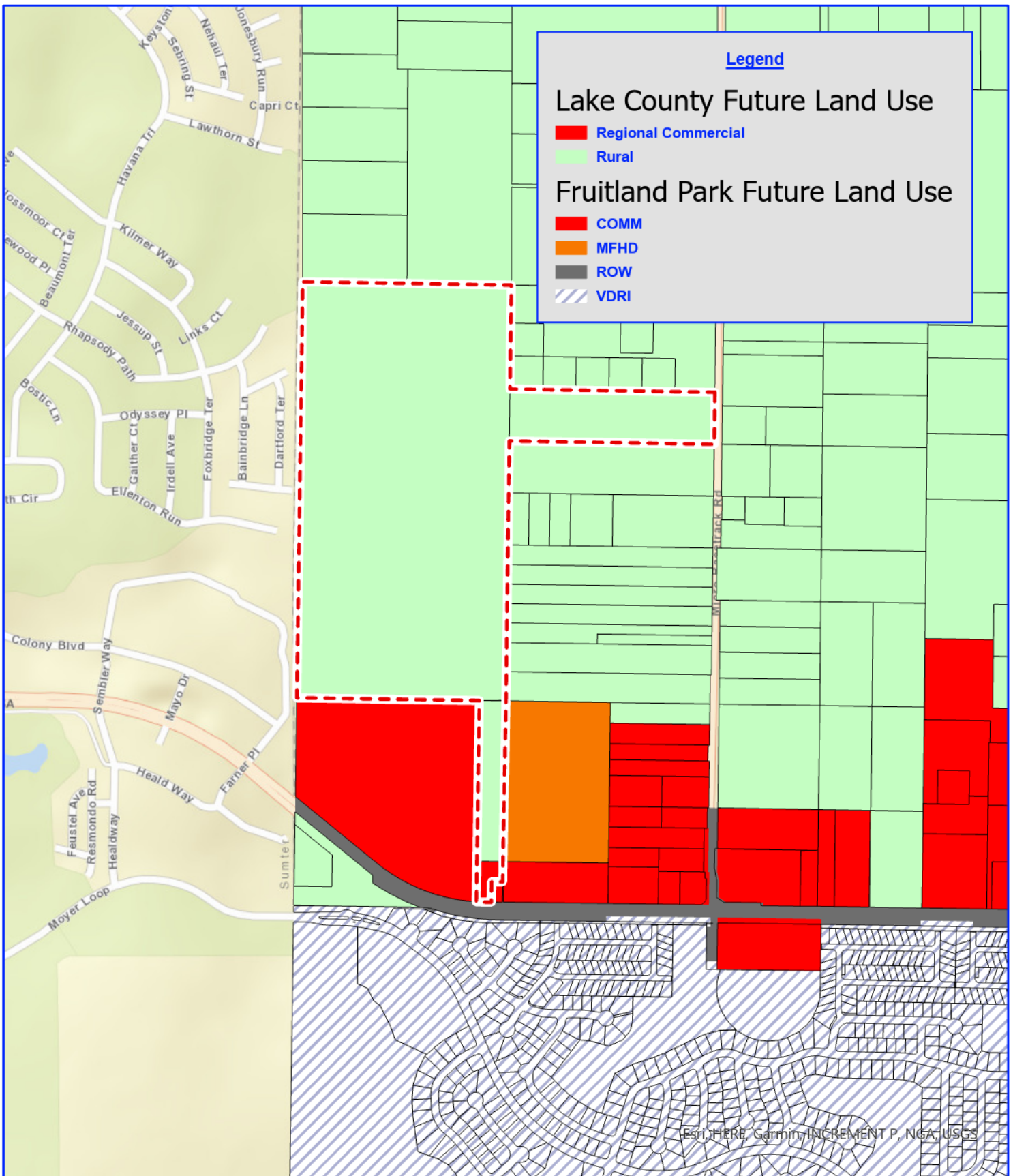
Parcel 2:

The East $\frac{1}{4}$ of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 6, Township 19 South, Range 24 East, Lake County, Florida, less right-of-way for State Road No. 466-A. Also, less: the East 70 feet of the South 171.95 feet thereof conveyed to Ernest Reed by Deed, dated July 5, 1974.

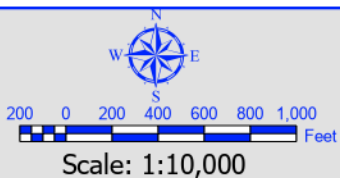
Parcel 3:

The North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ in Section 6, Township 19 South, Range 24 East, of the Public Records of Lake County, Florida.

EXHIBIT B



Esri, HERE, Garmin, INCREMENT P, NOAA, USGS

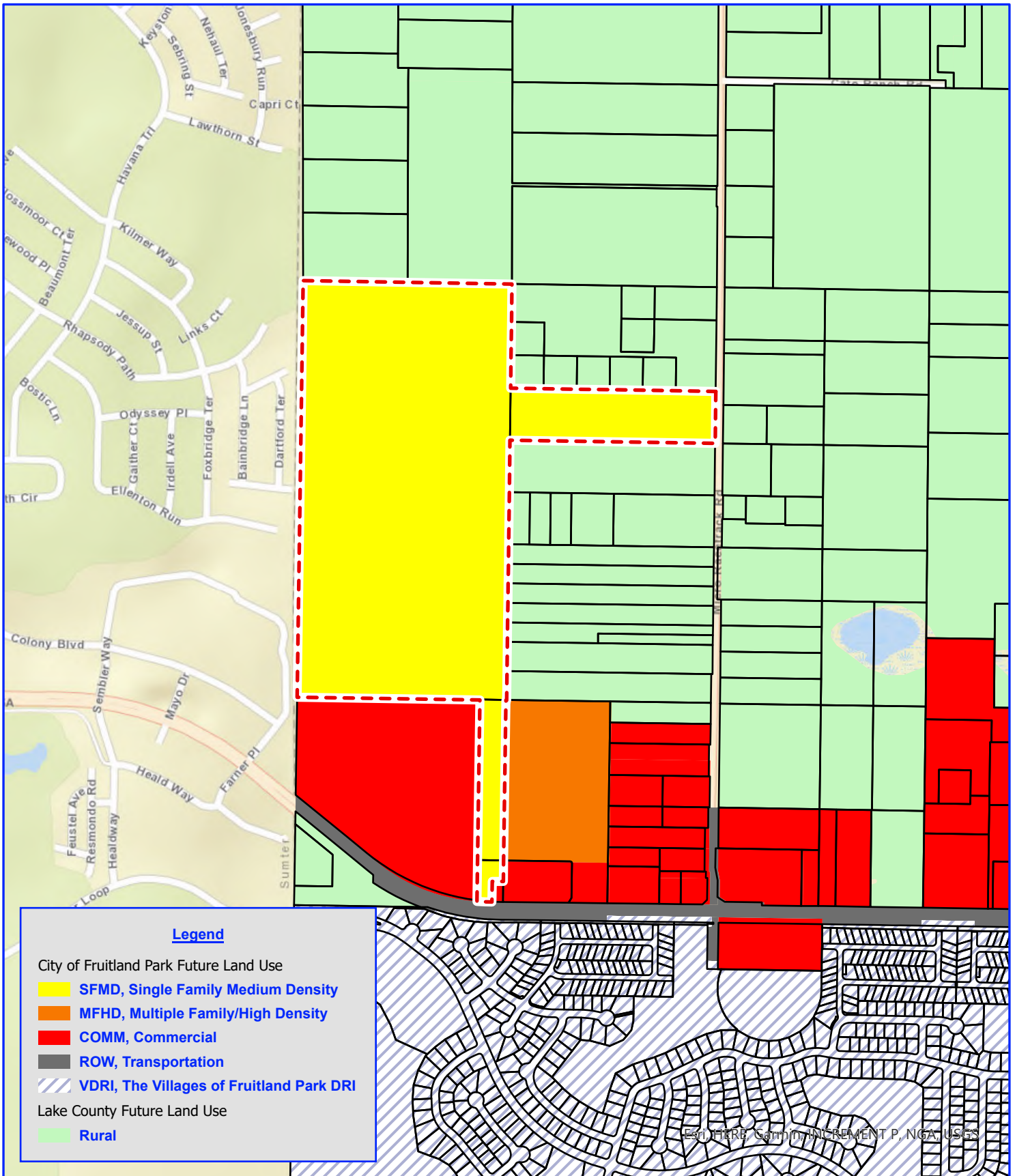


Vita Serena

Fruitland Park, Florida
Existing Future Land Use Map

Project: 398/25/04
File: Existing FLU
Name: Vita Serena
PM: S. Lindh
Date: May 1, 2025
Created By: T. Kalebaugh





ORDINANCE 2025 - 027

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 95.35 ± ACRES OF PROPERTY FROM LAKE COUNTY AGRICULTURE AND CITY OF FRUITLAND PARK GENERAL COMMERCIAL (C-2) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Richard Wohlfarth, as Applicant, on behalf of Joseph C. Burke, Jr., Owner, requesting that approximately 95.35 acres of real property generally located north of CR 466-A and west of Micro Racetrack Road (the "Property") be rezoned from Lake County Agriculture and City of Fruitland Park C-2 to the City of Fruitland Park Planned Unit Development (PUD) within the city limits of Fruitland Park; and

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

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

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

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

Section 1. The following described property consisting of approximately 95.44 ± acres of land generally located north of CR 466-A and west of Micro Racetrack Road shall hereafter be designated as PUD, Planned Unit Development, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described and depicted as set forth on **Exhibit "A"**. The Property shall hereafter be developed according to the Development Agreement attached hereto as **Exhibit "B"**, which includes, but is not limited to, the concept plans attached to the Development Agreement.

Section 2. That the City Manager, or designee, is hereby directed to have amended, altered, and implemented the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. Scrivener's Errors. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

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

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

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2025.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Gwen Keough-Johns, CMC, City Clerk

Anita Geraci-Carver, City Attorney

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice-Mayor DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Cosenza	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Raysin	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Williams	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

(SEAL)

Passed First Reading _____
Passed Second Reading _____

EXHIBIT “A”
LEGAL DESCRIPTION AND MAP

EXHIBIT “B”
MASTER DEVELOPMENT AGREEMENT

EXHIBIT A

DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: 1288347 (Unincorporated Lake County)

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

PARCEL 2: 3884327 (Unincorporated Lake County)

THE EAST 1/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LYING NORTH OF CR 466A, LESS AND EXCEPT THE SOUTH 300 FEET THEREOF, ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

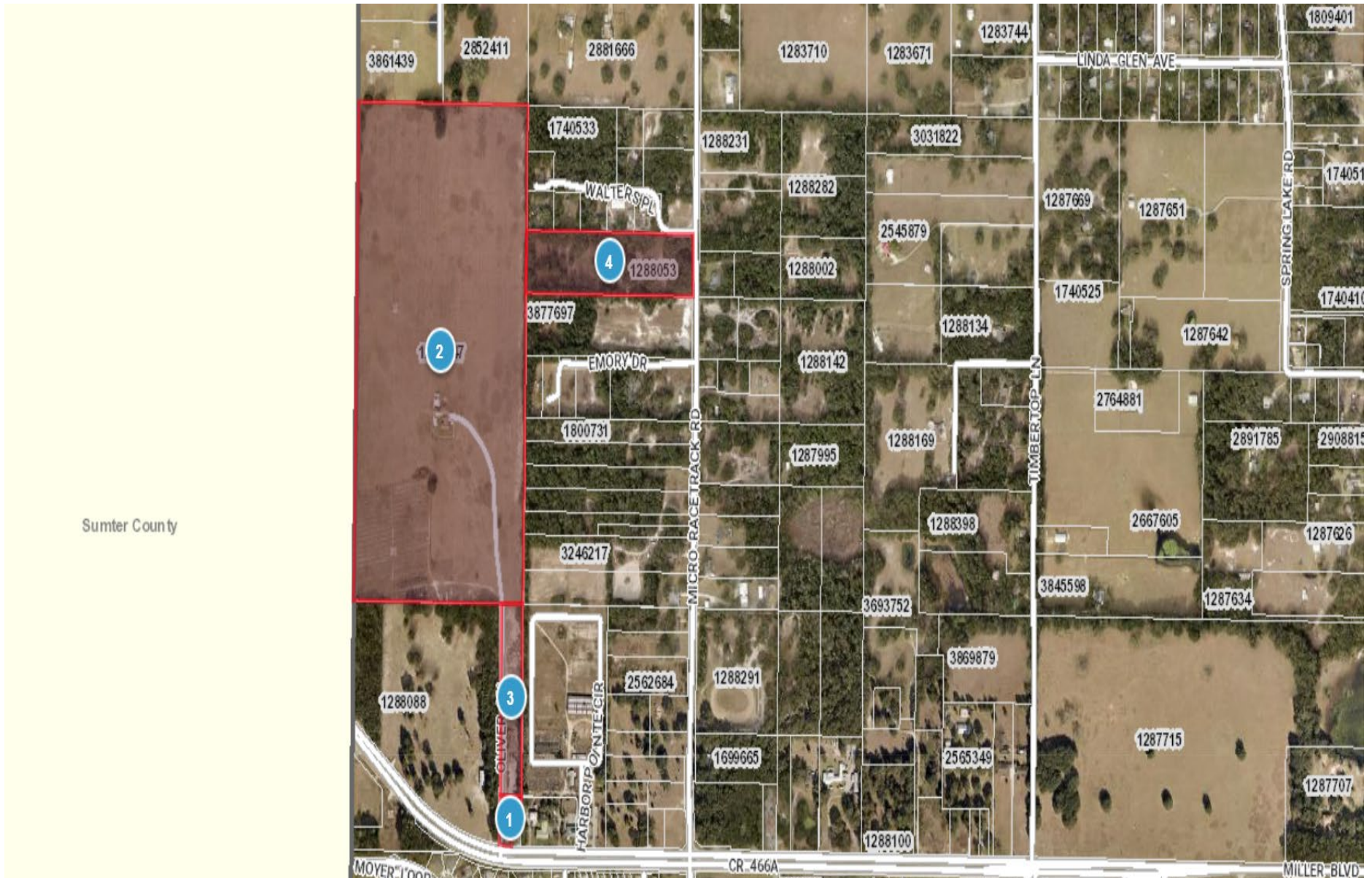
PARCEL 3: 1288339 (Not Applicable for Annexation); Fruitland Park

THE SOUTH 300 FEET OF THE EAST 165 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LESS AND EXCEPT THAT PORTION CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 556, PAGE 205, AND LESS THE RIGHT OF WAY FOR STATE ROAD 466-A, ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

PARCEL 4: 1288053 (Unincorporated Lake County)

THE NORTH 1 /2 OF THE SOUTH 1 /2 OF THE NORTHEAST 1 /4 OF THE NORTHWEST 1 /4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

(1) 1288339, (2) 1288347, (3) 3884327 and (4) 1288053—VITA SERENA



~~v11-5-25~~

v 4-23-26/5-10-26

Record and Return to:

City of Fruitland Park

Attn: City Clerk

506 W. Berckman Street

Fruitland Park, Florida 34731

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the ____th day of _____, 2026, between the **CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation**, (hereinafter referred to as the "City"), and **JOSEPH C. BURKE, JR., TRUSTEE** (hereinafter referred to as the "Owner").

RECITALS

1. The Owner desires to rezone approximately 95.35 ± acres of property within the City of Fruitland Park, described and depicted as set forth on **Exhibit "A"** attached to and incorporated in this Agreement (hereafter referred to as the "Property").
2. The Property is currently located within the City of Fruitland Park and is currently zoned Lake County Agriculture and City General Commercial (C-2) with a future land use designation on the City of Fruitland Park Future Land Use Map of "Commercial High Intensity" and "Single-Family Medium Density."
3. Owner has filed applications for rezoning for the Property as a Residential Planned Unit Development.
4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
5. The City of Fruitland Park has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.
7. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

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

~~v11-5-25~~

v 4-23-26/5-10-26

agree as follows:

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

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

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "PUD Conceptual Plan" prepared by Wohlfarth Consulting Group, LLC, dated _____ 2026, and attached as **Composite Exhibit "B"** (which may be referred to as the "Plan" or the "PUD Master Plan" or "Development Plan"). The project shall be developed in accordance with the Permitted Uses set forth below. All development shall be consistent with City's "PUD" (Planned Unit Development) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

Section 4. Permitted Uses. Permitted Uses shall include:

- a. Single family not to exceed 344 units.
- b. Recreation amenities.
- c. No residential units are permitted west of the power lines.

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

- a. Minimum Open Space 25%, which may include all buffers, recreation and other pervious area not located within platted road right of way. Stormwater ponds may not be utilized for open space.
- b. Maximum Building Height of thirty-five feet (35'), measured to the mean height of hip or gabled roofs.
- c. Minimum Setback requirements, as measured from the PUD perimeter property lines shall be:
 - i. North: Twenty-five feet (25')
 - ii. South: Fifty feet (50') from the right of way of CR 466-A
 - iii. East: Twenty-five feet (25')
 - iv. West: Twenty-five feet (25')
- d. Density may not exceed 3.61 du/ac.
- e. Regardless of lot width and price range of the residential unit, every unit's garage must be no less in size than the standard two vehicle garage, and upgraded/enhanced garage doors must be provided for visual appeal.

Single Family Detached:

- i. Minimum Building Setbacks
 - a. Front: 20 feet
 - b. Front-Garage: 25 feet

- c. Side: 5 feet (between building pads)
 - d. Side: 15 feet (building to street), except if adjacent to parking, 13 feet is allowed; 5-feet for accessory structures
 - e. Rear: 15 feet, except 5' for patio, pool and screen structures, and except Lots 23-35 (50' minimum lot width) minimum rear setback of 14 feet is allowed
- ii. Lot Development Standards
 - a. 40' x 120' : maximum of 196 lots
 - b. 50' x 115' : maximum of 44 lots
 - c. 50' x 120' : minimum of 104 lots
 - d. All perimeter lots must be a minimum of 50' in width.
 - e. Maximum Building Coverage is 55%
 - f. Maximum Impervious Surface Ratio is 75%
 - g. A minimum of 2 parking spaces, excluding garage parking, must be on each lot for a total of 688.
- f. Open space shall not be less than twenty-five (25) percent of the total property area. Stormwater ponds may not be included as open space.
- g. Parking: The Owner will be required to meet the parking requirements of the Fruitland Park Land Development Regulations. A minimum of 104 guest parking spaces is required.
- h. Type "C" Landscape buffers of twenty-five feet (25') shall be provided along the PUD perimeter property boundaries, excluding on the western boundary of Oliver Lane.
- i. Recreational amenities. At a minimum the following must be provided:
 - i. Amenity building and pool.
 - ii. Small dog park.
 - iii. Pickleball courts.
 - iv. Large dog park.

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

- a. Single-family development shall meet the R-4 SFMD zoning development standards, except where in conflict with this Master Development Agreement.
- b. Architectural features - All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single-family units. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout the development.
 - 1) Dormers
 - 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas

- 6) Pillars or decorative posts
 - 7) Bay window (minimum 12 inch projections)
 - 8) Eaves (minimum 6-inch projections)
 - 9) Front windows with arched glass tops and minimum 4-inch trim
 - 10) Metal roofs
 - 11) Decorative Corbels and Brackets
- c. Building Materials - Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
- i. The exterior wall area may be any type of lap siding and/or stucco, including a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.) The exterior may include full width or cast brick or stone.
 - ii. All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
- d. Details, such as, brackets, corbels, decorative panels, may be made from alternative materials, such foam with a hard shell finish.
- e. Roof lines must change throughout to change the exterior façade.
- f. Recreational Buildings shall have landscape areas planted with trees, shrubs or groundcovers, other than sod, around the building as follows:
- i. Building Perimeter landscaping. A minimum three (3) foot wide landscape area, with an average of five (5) feet or more, around a minimum of forty (40) percent of the total building perimeter and within twenty-five (25) feet of the building walls.
 - ii. *Minimum planting requirement.* One (1) canopy tree or three (3) understory trees, and twenty-eight (28) shrubs shall be required for every three hundred and fifty (350) feet of planting area in e. 1) above. Trees installed for any other requirement of this subsection e. may be credited towards this requirement if in the required location.

Section 7. Development Phasing. The proposed project must be constructed in no less than three phases in accordance with the Planned Unit Development Master Plan (attached as part of these conditions) which is also provided in the Phasing Table below. Changes to the Planned Unit Development Master Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process. If such changes are consistent with this Master Development Agreement, the amendment to the Planned Unit Development Master Plan will be processed as a Minor Development under LDC section 160.040.

Vita Serena							
Phasing Table							
	Infrastructure		Building		40' X 120'	50' X 114'	Total
	Start	Finish	Start	Finish			
Phase 1					84	81	165
Phase 2					112	23	135
Phase 3					0	44	44
					196	148	344

Section 8. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by a minimum of two access points; one access on CR 466-A and one access on Micro Racetrack Road. The access points shall be reviewed during the development review process.

- a. The Owner shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Fruitland Park.
- b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements. Drive aisles within parking areas shall not be required to be constructed to City street standards.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes.
- d. The City of Fruitland Park will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Owner shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements, inclusive of all sidewalks.
- e. A traffic/transportation study shall be submitted prior to preliminary plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Owner.
- f. At such time that traffic signals are warranted at the proposed project entrance, the Owner shall pay their pro rata share of the cost of the signal(s) as determined by Lake County or the City.
- g. Spacing of intersections from local roads is reduced from 330 L.F. as set forth in Sec. 157.080(a)(4), LDRs to 250 L.F.

Section 9. Homeowners Association. The Developer shall establish a homeowner's association, which shall be responsible for ownership and maintenance of common areas and infrastructure within the Property, including, but not limited to, parks and recreation areas, stormwater retention, open space areas, internal roads and sidewalks, parking, lighting, and common areas, unless some or all of those responsibilities are undertaken by a Community Development District pursuant to Section 10 below. The Developer agrees to, at Developer's expense, provide landscaping and improvements to the park and recreation areas located within the Property as agreed to by City at site plan approval. Developer shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

~~v11-5-25~~

v 4-23-26/5-10-26

Section 10. Community Development District. Developer must submit an application to establish a Community Development District ("CDD") pursuant to and consistent with Chapter 190, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures as allowed by Section 190.12, F.S. If approved the CDD must own and maintain all internal roads, sidewalks and rights of way, including street lighting.

Section 11. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way and parking areas.

Section 12. Water, Wastewater, and Reuse Water.

- A. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. Except as otherwise provided herein, all such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. If any such utility facilities are oversized at the City's request, the City shall provide impact fee credits or cash to reimburse Developer for the materials directly related to such oversizing. If any utility facilities serve to provide any other property with connection ability which would not exist otherwise, the City and Developer will enter into an agreement with the owner or developer of such other property to provide for an appropriate reimbursement payment by such other property owner or developer upon connection to the utility facilities, to the City or Developer.
- B. No final development order shall be granted until there is a finding that all public facilities and services have sufficient capacity at or above their adopted level of service to accommodate the impacts of this development, or that improvements necessary to bring facilities up to their adopted levels of service will be in place concurrent with the impacts of the development as defined in Ch. 153, LDR. At the time of this Agreement wastewater capacity is not available. The earliest wastewater capacity is anticipated to be available is 2031.

During the construction plans and specifications review process, Owner must request a concurrency determination. Conditional construction plan and specifications approval may be granted by the City if during concurrency review capacity is determined to be available, or if construction of additional potable water and/or wastewater capacity is underway and nearing completion; however, should Owner choose to commence with construction prior to the City issuing unconditional construction plan and specification approval, it will be at Owner's risk. Owner further understands that issuance of a certificate of occupancy cannot occur until both potable water and wastewater capacity is available.

- C. A watermain connection must occur at the CR 466-A entrance to the Property. It must connect to the two existing loops from the Enclave at Lake Geneva development.
- D. A watermain connection must occur at the Micro Racetrack Road entrance to the Property. The Owner, at its cost and expense, must design, engineer, and permit, to City standards an offsite water main connecting from its current terminus along Micro Racetrack Road to the Property's connection point at Micro Racetrack Road.
- E.
- F. Owner may utilize corrugated polyethylene pipe (HP) instead of reinforced concrete pipe as required by Sec. 157.080(a)(4)(c), LDRs provided the following conditions are met:
 - 1. Minimum and Maximum cover heights should follow the requirements set forth in the FDOT Drainage Manual, Appendix C, as reiterated in Table 1. Polypropylene pipe can be installed in deeper conditions once supporting calculations and documentation associated with this analysis are approved.
 - a. Polypropylene Pipe is required to be installed with an RCP end section.
 - b. Polypropylene Pipe in Wall Zone installations should follow the requirements set forth in the FDOT Drainage Manual Section 3.11, Appendix D and in the latest version of FDOT Standard Specifications, section 430-4.1.
 - c. FDOT's pipe repair matrix should be used as guidance for any repairs
 - d. Polypropylene Pipe must be produced from a FDOT approved production facility for Class II Polypropylene Pipe
 - e. Class I Polypropylene Pipe is not accepted for use within roadways
 - f. Post inspection services are provided by the pipe manufacturer

Section 13. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate at the time the building permit is issued.

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

Section 14. Easements. Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services.

Section 15. Landscaping/Buffers. Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. All landscaping and tree protection shall comply with Chapter 164 of the City of Fruitland Park Land Development Regulations.

~~v11-5-25~~

v 4-23-26/5-10-26

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

Owner shall design and construct, at its sole expense, the interior landscaped areas and islands within the parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas.

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

Landscaping for buffers and internal lots shall be in accordance with the following conditions, as detailed in Exhibit "C". In the event of a conflict between the following conditions and Exhibit "C", Exhibit "C" shall control.

- A. A single canopy tree shall be planted in the front yard of all Single-Family units.
- B. A single understory tree shall be planted in the front yard of all Single-Family units.
- C. No trees shall be required in rear yard that is adjacent to any landscape buffer.
- D. A shade tree must be provided on the garage side of the lot.
- E. Where Lots are back-to-back a canopy tree shall be planted in the rear yard five feet (5') from the property line and be staggered from lot to lot. The intent is that trees shall be spaced equal to the width of the lot.
- F. The landscape buffers shall be a minimum width of twenty-five feet (25') and have a minimum of two (2) canopy trees and one (1) understory tree per every one-hundred feet (100').
- G. Each Lot shall have a minimum of one (1) canopy tree planted five feet (5') within the landscape buffer and centered on such Lot and one (1) understory tree shall be planted ten feet (10') within the landscape buffer along the boundary of each adjacent Lot.
- H. A continuous hedge shall be planted three feet (3') within the landscape buffer.
- I. The planting material shall consist of a minimum of sixty percent (60%) native material. All materials shall be Florida-Friendly Material and noted on the preliminary plans.
- J. The planting material shall consist of the following species:

Canopy Trees

<u>Quercus Virginiana</u>	<u>Live Oak</u>
<u>Magnolia Grandiflora</u>	<u>Southern Magnolia</u>
<u>Cronus Florida</u>	<u>Dogwood</u>
<u>Juniperus Virginiana</u>	<u>Eastern Red Cedar</u>
<u>Pinus Elliottii</u>	<u>Slash Pine</u>
<u>Sabal Palmetto</u>	<u>Sable Palm</u>
<u>Platanus occidentalis</u>	<u>Sycamore</u>
<u>Acer rubrum</u>	<u>Red Maple</u>
<u>Liquidambar stryaciflua</u>	<u>Sweetgum</u>

Understory Trees

<u>Red cedar</u>	<u>(Juniperus virginiana)</u>
<u>Little Gem Magnolia</u>	
<u>Red Maple</u>	

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v 4-23-26/5-10-26

Crape Myrtle
Wax Myrtle
Japanese Blueberry
Bottlebrush
Weeping Bottlebrush
Ilex Vomitoria
Sweet Viburnum
Eastern Redbuddim

Shrubs

Walter Viburnum
Sweet Viburnum
Wax Myrtle
Ilex Vomitoria

Canopy Trees shall be 2" cal. and 12' Height when planted.

Understory Trees shall be 1 ½" cal. and 8' Height when planted.

Hedges shall be 24" in height when planted, with the maximum spacing for hedges at 30 inches on center.

Section 16. Stormwater Management. Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 17. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other property owners within the City.

Section 18. Environmental Considerations. The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 19. Signage. Owner shall submit a master sign plan as a component of the final site plan (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations. Alternatively, the Owner, in the Owner's discretion, may apply to amend the PUD to incorporate a Master Signage Plan at the time that the Owner desires to install signage at the development.

Section 20. Issuance of Permits. After the approved Conceptual Site Plan and this Master Development Agreement is recorded, and prior to issuance of any permits for construction, excluding clearing and landfill, a preliminary plat and construction plans, shall be prepared and submitted for review and approval in the manner required by the City's Land Development Code, as amended.

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v 4-23-26/5-10-26

Section 21. Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 22. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 23. Due Diligence.

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

Section 24. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, *Florida Statutes*.

Section 25. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 26. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their successors in interest and/or assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 27. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 28. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 29. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Anita Geraci-Carver Law Office of Anita Geraci-Carver, P.A. 1560 Bloxam Avenue Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
As to Owner:	Joseph C. Burke, Jr., Trustee P.O. Box 398 Fruitland Park, FL 34731-0398
Copy to:	Andon Calhoun Vita Serena Development, LLC 2544 Connection Point Oviedo, FL 32765

Section 30. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 31. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate five (5) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing before the City Commission.

Section 32. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

v 4-23-26/5-10-26

Section 33. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

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

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

OWNER:

Witness Signature

Joseph C. Burke, Jr., Trustee

Print Name

Witness Signature

Print Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by [] physical presence or [] online notarization this ____ day of _____, 2026 by Joseph C. Burke, Jr., who is personally known to me or who have produced _____ as identification.

Notary Public

Notary Public - State of Florida

Commission No _____

My Commission Expires _____

v 4-23-26/5-10-26

~~v11-5-25~~

v 4-23-26/5-10-26

ACCEPTED BY THE CITY OF FRUITLAND PARK

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

By: _____
Chris Cheshire, Mayor

Date: _____

Anita Geraci-Carver
City Attorney

ATTEST: _____
Gwen Johns
City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by [X] physical present or [] online notarization this _____ day of _____, 2026 by Chris Cheshire, Mayor of the City of Fruitland Park, a Florida municipal corporation on behalf of the corporation and Gwen Johns, City Clerk of the City of Fruitland Park, Florida, on behalf of the corporation, who are [X] personally known to be me or produced _____ as identification.

Notary Public
Notary Public - State of Florida
Commission No _____

My Commission Expires _____

~~v11-5-25~~

v 4-23-26/5-10-26

EXHIBIT "A"
LEGAL DESCRIPTION

DESCRIPTION:

PARCEL 1:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2:

THE EAST 1/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR STATE ROAD NO. 466-A. ALSO LESS: THE EAST 70 FEET OF THE SOUTH 171.95 FEET THEREOF CONVEYED TO ERNEST REED BY DEED, DATED JULY 5, 1974.

PARCEL 3:

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

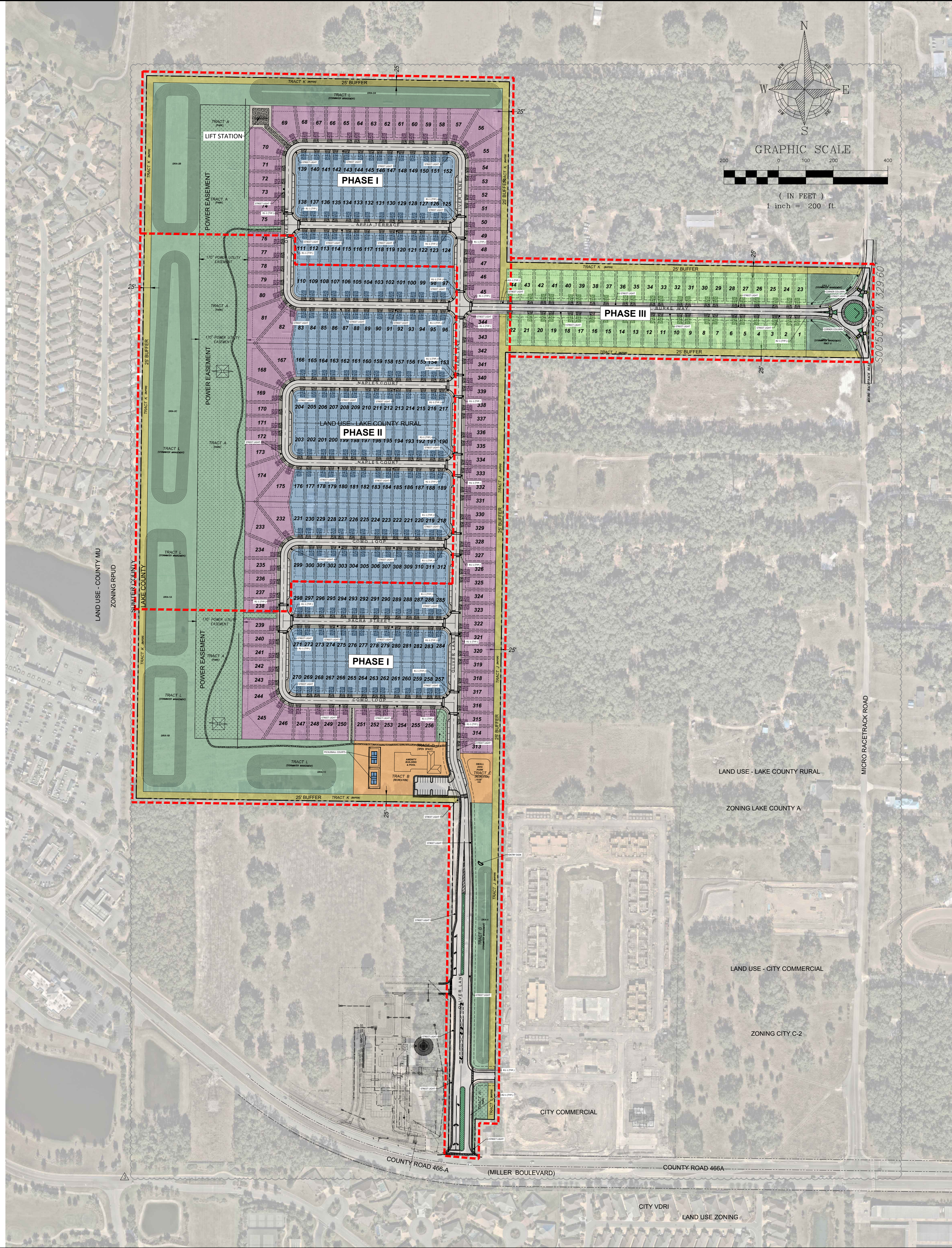
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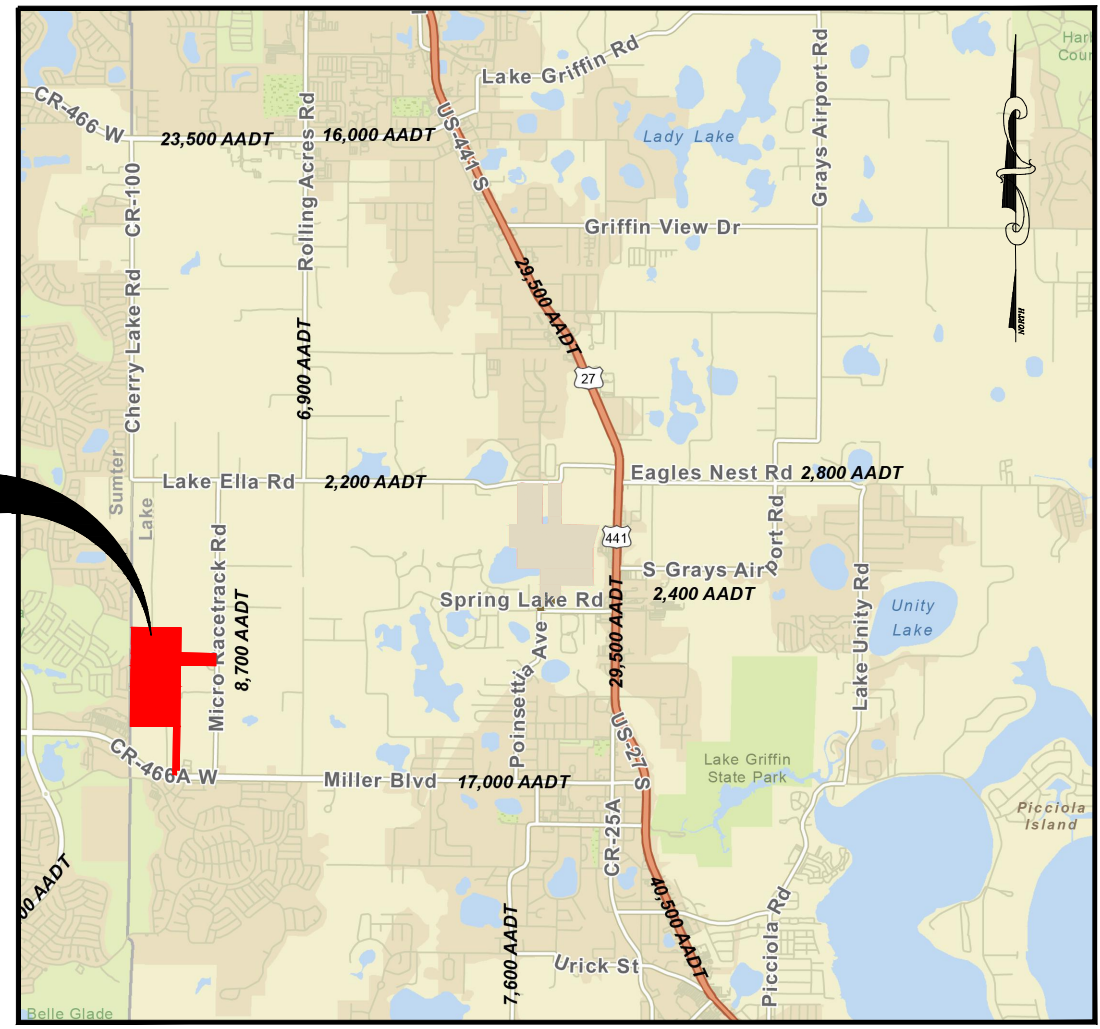
COMPOSITE EXHIBIT "B"

Vita Serena Master Development Plan prepared by Wohlfarth Consulting Group, LLC.,
dated _____, 2026

[SEE ATTACHED]



PROJECT LOCATION



LOCATION MAP
NOT TO SCALE

SITE DATA:

- GROSS PROJECT AREA: 95.35 AC
- ALT KEY: 1288053, 1288347, 3884327, 1288339
- EXISTING ZONING: A-1
- PROPOSED ZONING: PUD
- EXISTING FUTURE LAND USE: RURAL
- PROPOSED FUTURE LAND USE: SINGLE-FAMILY MEDIUM DENSITY (4 DU/AC)
- PROPOSED SINGLE FAMILY UNITS: 344
- DENSITY = 4.30 DU/AC
- MAXIMUM RESIDENTIAL DENSITY: 4 DU/AC
PROPOSED RESIDENTIAL DENSITY: 3.61 DU/AC
- MAXIMUM BUILDING HEIGHT: SINGLE FAMILY 35' - 2-STORY
- SETBACKS (LANDSCAPE BUFFERS)
PD PERIMETER: 25 FEET
NORTH 25 FEET
WEST 25 FEET
EAST 25 FEET
SOUTH 25 FEET

ALL BUFFERS SHALL BE 25' MINIMUM.
SHALL INCLUDE HEDGE, CANOPY, & UNDERSTORY TREES

INTERNAL LOT LINES	SINGLE FAMILY LOT
MIN. LOTS	40' x 120' 50' x 114'
FRONT	20 FEET 20 FEET
FRONT GARAGE	25 FEET 25 FEET
REAR	15 FEET 15 FEET*
SIDE	5 FEET 5 FEET
SIDE STREET	15 FEET** 15 FEET**
ACCESSORY STREET	5 FEET 5 FEET
POOL ENCLOSURE	5 FEET 5 FEET

*50' LOTS 23-35 REAR SETBACK TO BE 14'
**13' IF ADJACENT TO PARKING ON STREET SETBACK

- PER FEMA FIRM PANEL NO. 12069C0165E, DATED DEC. 18, 2012, THE SUBJECT PROPERTY IS DESIGNATED ZONE 'X'; AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.
- THE ON SITE STORMWATER MANAGEMENT SYSTEM SHALL BE DESIGNED TO MEET FRUITLAND PARK AND SIRWMD REQUIREMENTS.
- FIRE PROTECTION TO FOLLOW NFPA TO DETERMINE FIRE PROTECTION.
- ALL CONSTRUCTION MATERIALS AND OTHER PROPOSED IMPROVEMENTS SHALL MEET THE APPLICABLE CODES OF FRUITLAND PARK. FRUITLAND PARK DETAILS WILL BE UTILIZED ON THE FINAL ENGINEERING PLANS.
- PROJECT SIGNAGE WILL COMPLY WITH THE FRUITLAND PARK LAND DEVELOPMENT CODE.
- LANDSCAPE BUFFERS SHALL MEET THE REQUIREMENTS OF FRUITLAND PARK LDC.
- THE PROJECT SITE DOES NOT CONTAIN WETLANDS.
- DEVELOPMENT INFRASTRUCTURE TO BE COMPLETED IN MULTIPLE PHASES. PHASING PLANS WILL BE PROVIDED DURING THE SITE CONSTRUCTION PERMITTING PROCESS.
- POTABLE WATER AND SANITARY SEWER SERVICE IS PROVIDED BY THE CITY OF FRUITLAND PARK. FACILITIES SUFFICIENT TO SERVICE THE PROJECT ARE LOCATED ADJACENT THE PROPERTY SOUTH BOUNDARY.

REQUESTED WAIVERS

- THE USE OF HP PIPE IS ACCEPTABLE FOR THE DRAINAGE.
- THE MAXIMUM BUILDING COVERAGE IS 55%.
- THE MINIMAL Pervious AREAS IS 25%.

PARKING SPACE PROVIDED	
40'x115'	392
50'x115'	296
GUEST	104
TOTAL	792

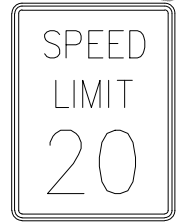
GENERAL NOTES: IT IS REQUIRED THAT THE CONSTRUCTION SITE BE KEPT CLEAN OF TRASH, SO AS TO NOT ATTRACT BEARS INTO THE WORK ZONE. NO PIERS, DOCKS OR OTHER IMPROVEMENTS HAVE BEEN PERMITTED AND NO INSTALLATION OF PIERS, DOCKS OR OTHER IMPROVEMENTS SHALL BE MADE WITHOUT A PERMIT.

REQUIRED PERMITS:

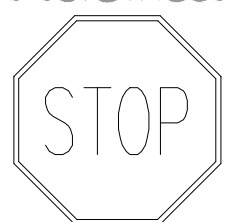
- CITY OF FRUITLAND PARK
A. ANNEXATION
B. LAND USE
C. ZONING
D. PRELIMINARY AND FINAL PLAT
E. FINAL CONSTRUCTION PLANS
- LAKE COUNTY
A. CR 466 PERMIT(S)
B. MICRO RACETRACK ROAD
- ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SIRWMD) ENVIRONMENTAL RESOURCE PERMITS.
- FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (POTABLE WATER) - FDP.
- FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (SEWER) - FDP.

LEGEND

- PROJECT BOUNDARY
- 25' BUFFER
- COMMON SIDEWALKS TO BE CONSTRUCTED WITH ROADWAYS/INFRASTRUCTURE
- SIDEWALKS ALONG LOT FRONTAGE TO BE CONSTRUCTED AS PART OF INDIVIDUAL LOT DEVELOPMENT
- R1-1 STOP SIGN
- R2-1 SPEED LIMIT
- STREET LIGHT
- PHASE OUTLINE
- PARK/OPEN SPACE TRACTS
- STORMWATER MANAGEMENT TRACT
- BUFFER TRACT
- RECREATION TRACT



SPEED LIMIT SIGN
24" x 30" MINIMUM



STOP SIGN
30" MINIMUM / 36" @ ENTRANCE

Typical Street Signs
N.T.S.



MITCHELL LED
(WITH RIBS, BANDS AND MEDALLIONS)



COLONIAL POLE
(SEE SHEET PH-1.1 FOR LIGHT POLE DETAIL)

STREET LIGHT W/ POLE BASE
(THE FINAL LOCATIONS AND PHOTOMETRICS WILL BE PROVIDED WITH THE FINAL DEVELOPMENT PLAN)

Typical Light w/ Pole Detail
LIGHT PROVIDED BY DUKE ENERGY

DEVELOPER:

VITA SERENA DEVELOPMENT, LLC
ATTN: RICHARD C. WOHLFARTH P.E.
ANDON CALHOUN
1315 INTERNATIONAL PARKWAY
SUITE 1101
LAKE MARY, FLORIDA 32746

ENGINEER/PLANNER/SURVEYOR:
WOHLFARTH CONSULTING GROUP, LLC
1315 INTERNATIONAL PARKWAY
SUITE 1101
LAKE MARY, FLORIDA 32746

ENVIRONMENTAL:
MODICA & ASSOCIATES, INC.
302 MOHAWK ROAD
CLERMONT, FLORIDA, 34711
(321) 689-6592

TRAFFIC:

TRAFFIC AND MOBILITY CONSULTANTS
JOSEPH BURKE
3101 MAGUIRE BOULEVARD
SUITE 265
ORLANDO, FLORIDA 32803

OWNER:

JOSEPH BURKE
PO BOX 398
FRUITLAND PARK FL 34731

DEVELOPMENT SUMMARY	
MIN. LOTS	40' X 120' SF 50' X 120' SF 50' X 115' SF
LOTS	
NO. OF UNITS	196 104 44
TOTAL	344

PARCELS	44.699	Acres
ROADS	14.566	Acres

OPEN SPACE AREA PROVIDED			
LOCATION	AREA	AREA	DESCRIPTION
TRACT G	63,685	1,462 AC	STORMWATER MANAGEMENT
TRACT L	669,299	15,365 AC	STORMWATER MANAGEMENT
TRACT F	16,596	0.381 AC	STORMWATER MANAGEMENT
TRACT E	16,683	0.383 AC	STORMWATER MANAGEMENT
TRACT C	17,380	0.399 AC	RECREATION
TRACT B	68,694	1.577 AC	RECREATION
TRACT D	4,269	0.098 AC	OPEN SPACE
TRACT A	406,938	9.342 AC	PARK
TRACT H	7,971	0.183 AC	PARK
TRACT M	8,886	0.204 AC	LIFT STATION
TRACT I	3,354	0.077 AC	BUFFER
TRACT J	101,538	2.331 AC	BUFFER
TRACT K	179,293	4.116 AC	BUFFER
TRACT N	2,396	0.055 AC	DRAINAGE EASEMENT
TRACT O	2,396	0.055 AC	DRAINAGE EASEMENT
TRACT P	2,396	0.055 AC	DRAINAGE EASEMENT
TOTAL	1,571,775	36.083 AC	

	sq.ft	AC	
GROSS PROJECT AREA	4,153,402	95.349 AC	
Open Space Required	1,038,351	23.837 AC	25.0% of GPA
Open Space Provided	1,571,775	36.083 AC	37.8% of GPA

VITA SERENA							
PHASING TABLE							
	INFRASTRUCTURE		BUILDING		LOT SIZE	LOT SIZE	
PHASE	START	FINISH	START	FINISH	40 X 120	50 X 120 (115)	TOTAL
PHASE 1	1/1/2027	9/1/2027	8/1/2027	8/1/2028	84	81	165
PHASE 2	9/1/2027	3/1/2028	2/1/2028	2/1/2029	112	23	135
PHASE 3	3/1/2028	10/1/2028	9/1/2028	9/1/2029	0	44	44
					196	148	344

Ownership			Maintenance		
	City	County	HOA	City	County
Internal Roads	X				X
External Roads					
Micro Racetrack Road		X			X
466 (Miller Blvd.)		X			X
Storm Drainage			X		X
Water Management			X		X
Infrastructure					
Potable Water	X			X	
Sanitary Sewer	X			X	
Non-Potable Water	X			X	

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS

1315 INTERNATIONAL PARKWAY
LAKE MARY, FLORIDA 32746
(407) 750-3123

VITA SERENA
PRELIMINARY SUBDIVISION PLAN

OVERALL MASTER
DEVELOPMENT PLAN ("1" = 200')

SCALE	1"=200'
DRAWN	TT
DESIGNED	TT
CHECKED	RW
DATES	06/17/2025
PROJECT	2025-087
SHEET	C-3.00



BUSINESS NO. 32108

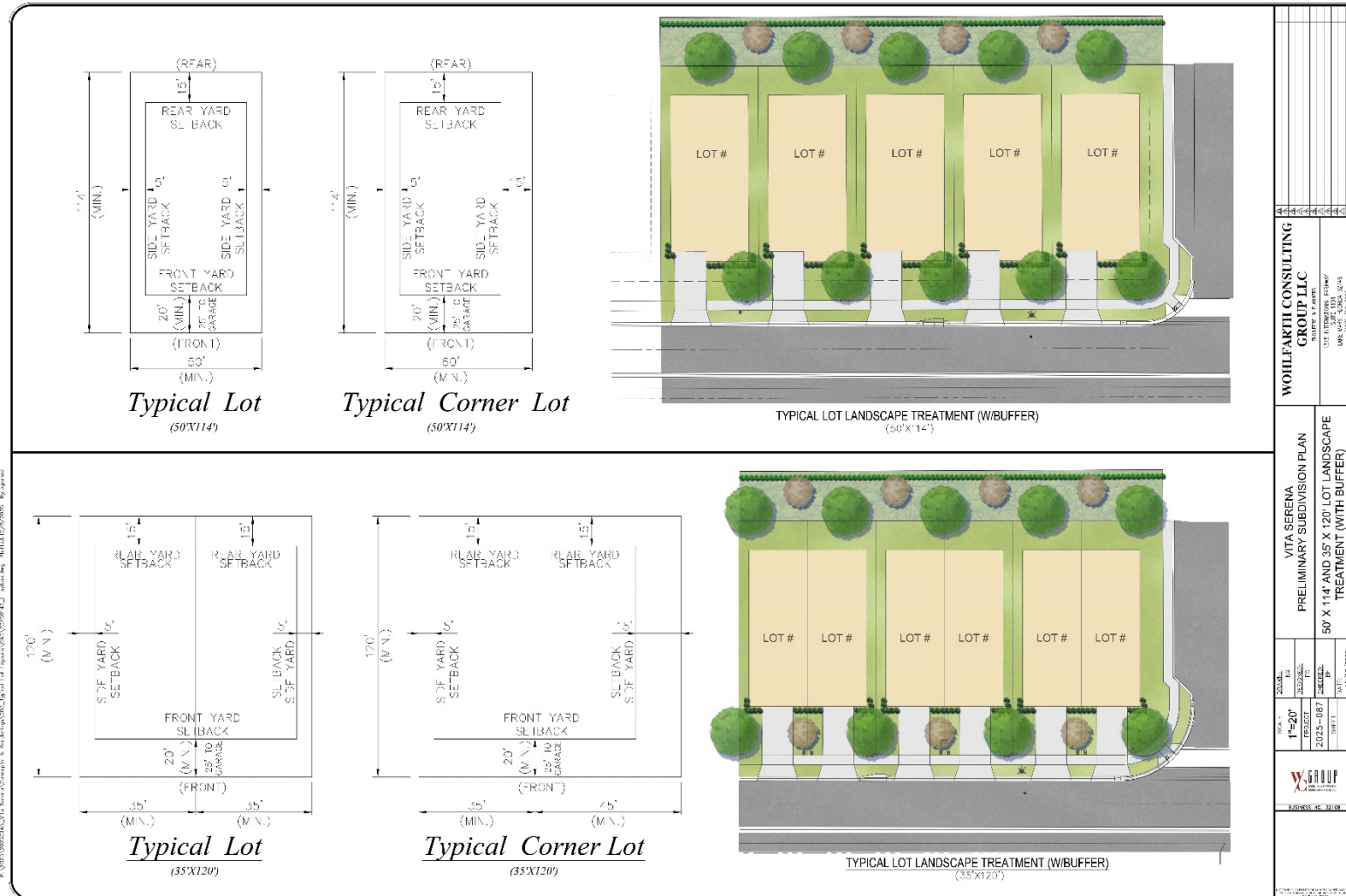
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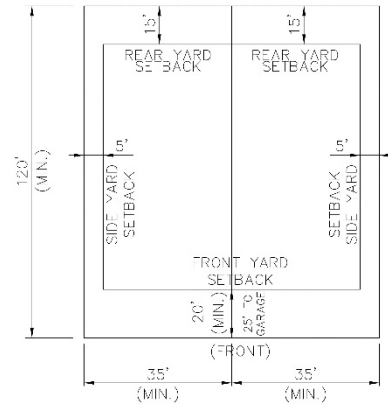
v 4-23-26/5-10-26

EXHIBIT "C"

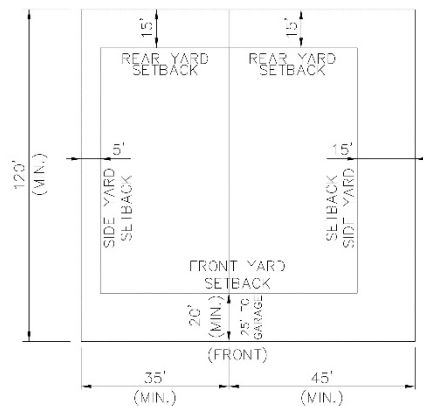
Landscaping for Buffers and Internal Lots



v 4-23-26/5-10-26



Typical Lot
(35'X120')



Typical Corner Lot
(35'X120')

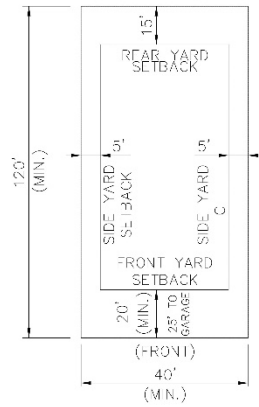


TYPICAL LOT LANDSCAPE TREATMENT
(55'X120')

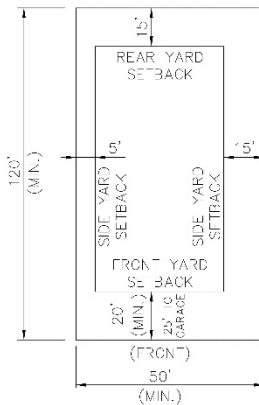
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SCALE	1"=20'	ETERNAL	DATE
LEGEND	PROJ. NO.	LEGEND	DATE
2025-1087	2025-1087	LEGEND	DATE
3H	3H	LEGEND	DATE
DATE	DATE	LEGEND	DATE
10/09/2025	10/09/2025	LEGEND	DATE
WOHLFARTH CONSULTING GROUP LLC DANNEN & HARRIS 1315 N. HARRIS BLVD., SUITE 100 HARRIS, MO 63643-3714 (616) 556-1112		VITA SERENA PRELIMINARY SUBDIVISION PLAN 35' X 120' LOT LANDSCAPE TREATMENT	
1		A	
2		B	
3		C	
4		D	
5		E	
6		F	
7		G	
8		H	
9		I	
10		J	
11		K	
12		L	
13		M	
14		N	
15		O	
16		P	
17		Q	
18		R	
19		S	
20		T	
21		U	
22		V	
23		W	
24		X	
25		Y	
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39		AM	
40		AN	
41		AO	
42		AP	
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418		PB	
419		PC	
420		PD	
421		PE	
422		PF	
423		PG	
424		PH	
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426		PJ	
427		PK	
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v11-5-25

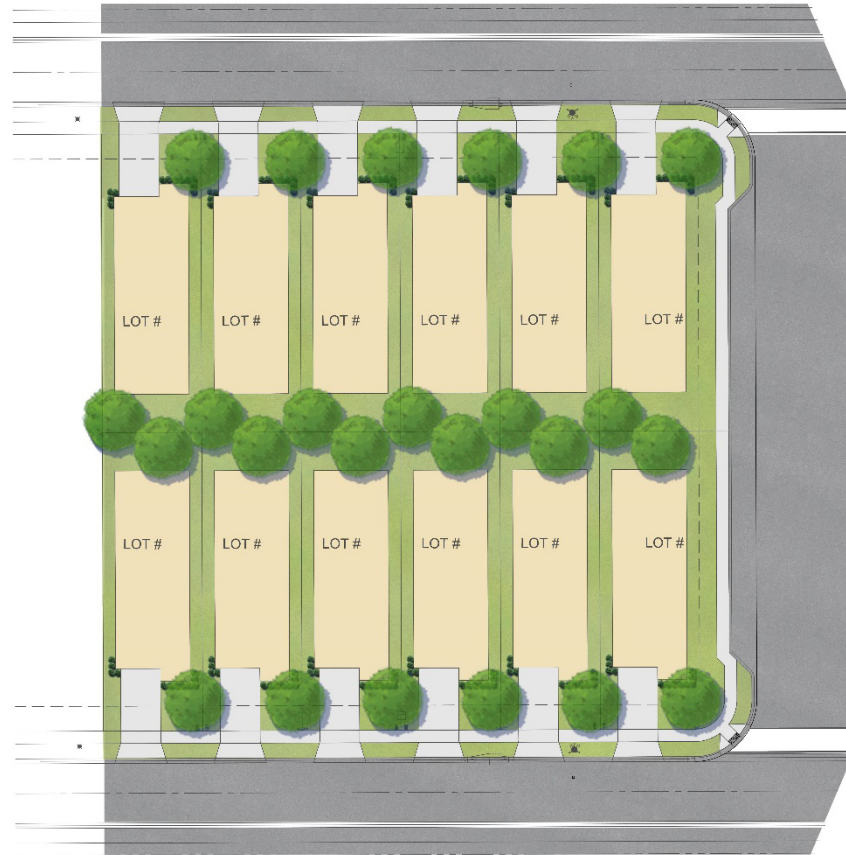
v 4-23-26/5-10-26



Typical Lot
(40'X120')

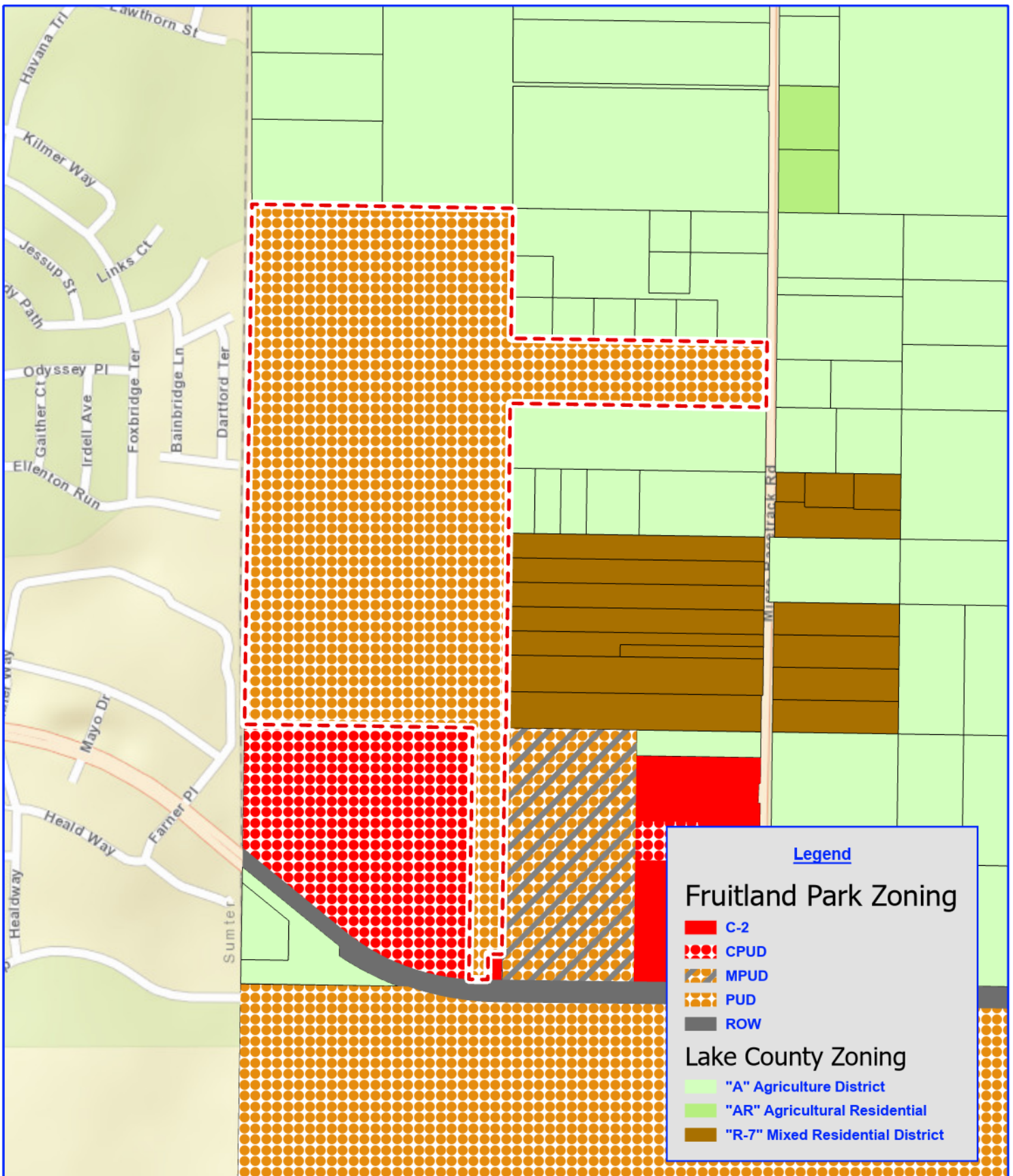


Typical Corner Lot
(40'X120')



TYPICAL LOT LANDSCAPE TREATMENT
(40'X120')

WOHLFARTH CONSULTING GROUP LLC PHILIP & PHILIP 1315 N. HARRISON, TROY, MI 48061-1315 (313) 487-1315		PROJECT NO. DATE
VITA SERENA PRELIMINARY SUBDIVISION PLAN 40' X 120' LOT LANDSCAPE TREATMENT		SCALE 1"=20' DATE 2025-08-7 BY 10/06/2025
		BUSINESS NO. 11106



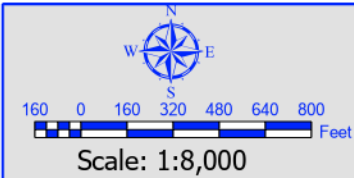
Legend

Fruitland Park Zoning

- C-2
- CPUD
- MPUD
- PUD
- ROW

Lake County Zoning

- "A" Agriculture District
- "AR" Agricultural Residential
- "R-7" Mixed Residential District



Vita Serena

Fruitland Park, Florida
Proposed Zoning Map

Project: 398/25/04
File: Proposed Zoning
Name: Vita Serena
PM: S. Lindh
Date: May 1, 2025
Created By: T. Kalebaugh



CITY OF FRUITLAND PARK
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC

ANNEXATION, LARGE SCALE COMP PLAN AMENDMENT AND REZONING

Owner: Joseph C. Burke, Jr., Trustee

Applicant: Vita Serena Development, LLC – Richard Wohlfarth, P.E.

General Location: North side of CR 466A & West of Micro Racetrack Road

Number of Acres: 95.35 ± acres

Existing Zoning: Lake County Agriculture and City C-2

Existing Land Use: Lake County Rural (1 unit/5 acres) and City Commercial

Proposed Land Use: Single Family Medium Density (4 units/acre)

Proposed Zoning: Planned Unit Development (PUD)

Date: March 10, 2026

Description of Project

The revised development consists of 344 units, which appear to be 196 SF units on 40' lots (4,800 square feet), 104 SF units on 50' x 120 lots (6,000 square feet), and 44 SF units on 50' x 115' lots (5,750 square feet). The requested building heights for the single-family units are 2-story (35'). The minimum living area proposed for the single-family is 1,200 SF. The proposed gross density is 3.61 units/acre. The project at build out is anticipated to have a population of 805 residents (2.34 pph x 344 units).

	Surrounding Zoning	Surrounding Land Use
North	Lake County Agriculture (Ag)	Lake County Rural (1 unit/5 net acres)
South	Commercial PUD & PUD	Commercial & Villages of Fruitland Park DRI
East	Lake County Ag and R-7, City MUPUD & C-2	Lake County Rural (1 unit/5 net acres), Commercial and MFHD
West	Sumter County RPUD	Sumter County Mixed Use – The Villages of Sumter

Assessment

Chapter 152, Section 152.040(e) list criteria for review of comprehensive plan and rezoning amendments as follows:

1) Consistency with the Comprehensive Plan, or in the case of a Plan amendment, consistency with the remainder of the Plan and its goal, objectives and policies.

Staff conducted an analysis as outlined below under Comprehensive Plan.

2) Consistency with applicable sections of the Land Development Code.

Chapter 154, Section 154.030(11) indicates that a conceptual or preliminary plan is required for the rezoning which the applicant has submitted. Please see additional comments regarding the preliminary plan outlined below in the staff report.

3) Additionally, as to rezoning amendments:

A) Whether justified by changed or changing conditions.

Annexation requires an assignment of a city zoning district. In order to accommodate the proposed mixed use house types a rezoning to Planned Unit Development (PUD) is required.

B) Whether adequate sites already exist for the proposed district uses.

A PUD zoning allows for specific development criteria allowing for a mix of lot or housing types which cannot be achieved by a straight zoning category. The proposed development requires a PUD zoning which the applicant has applied for.

C) Whether specific requirements of the Land Development Code are adequate to ensure compatibility with adjoining properties as required by the Comprehensive Plan.

Any proposed development must comply with the land development regulations including landscape buffers which assist in buffering adjacent uses. The applicant submitted a statement indicating that the current land use is County Rural and City Commercial. The proposed Single Family Medium Density (4 units/acre) is compatible to the adjacent land uses of Sumter County Mixed Use, Multi-Family High Density and provides a transition of density with the proposed density of 3.60 units/acre per the PUD zoning

Annexation

The subject site consisting of 3 parcels is contiguous and compact to the city limits along the southern property boundary of the main 80.76 acre parcel, eastern and western boundaries of two of the parcels, and therefore is eligible for voluntary annexation.

Preliminary Plan

The proposed revised development consists of 344 units, consisting of 196 single family (SF) units on 40' x 120' lots (4,800 SF), 44 SF units on 50' x 115 (5,750 SF), and 104 units on 50' x 120' lots (6,000 SF). The applicant is requesting a waiver from Chapter 154 which indicates that the residential districts maximum

building coverage is 30% to allow a maximum building coverage of 55%. It is proposed to develop the site in three (3) phases. Setbacks requested are as follows:

Front: 20'

Front Garage: 25'

Rear – 15'

Side – 5'

Side Street – 15'

Accessory Structure, including pool enclosure – 5'

An exception to the above setbacks is for the 50' lots 23 – 35 with a rear setback of 14' unless adjacent to parking of 13'.

The revised plan indicates that guest parking is provided (104) spaces; however, it is unclear where the guest parking is located. The draft Developers Agreement indicates that guest parking is achieved by providing a greater garage setback for 25% of the lots to 30' (86 lots) and 25% of the lots to 35' (86 lots). The proposed driveways appear to be 20' wide. Is it the applicant's intent that each unit will have a 2-car garage? The Developer's Agreement indicates that guest parking as follows: The Owner shall provide additional guest parking beyond the driveway parking. There shall be a minimum of 45 spaces provided throughout the community. The DA also indicates that on street parking will be permitted on 1 side of the street only, where practically the parking shall only be on the north and east side of roads.

The site data table indicates a density of 4.30 units/acre (note 9); however, note 10 indicates 3.61 units/acre. Please revise note 9.

The lot size noted within the site data does not match the lot sizes within the Development Summary table. Please revise accordingly.

The survey indicates an existing 170' wide utility easement granted to Florida Power near the western boundary. The revised plans indicate open space within the easement. There are no lots west of the easement.

Chapter 154, Section 154.030(H) identify open space requirements of 25% of the total project area (23.86 acres) shall be established for common open space. Further, common open space set aside for recreational use shall be suitable improved. Based on the size of the development, it is highly recommended that at least 4 amenities be provided. Amenities include an amenity building with pool, one (1) dog park, and two (2) pickleball courts. The plans indicate 36.08 acres of open space; however, approximately 18.123 acres of open space includes buffers, recreation, dog park and open areas with the remaining 17.957 acres being dry retention ponds. Please be advised if dry retention ponds are being utilized for open space they will need to be designed as an amenity (i.e. trails, dog park, etc.). The developer's agreement indicates two (2) dog parks, a small and large park; however, it is unclear where the large dog park is proposed on the revised plan. Please label the proposed large dog park on the master plan.

Chapter 164, Section 164.030(b) indicates that the buffers within a PUD are to be reviewed individually with each application. The plan does indicate that they are providing a 25' perimeter buffer with notes indicating that they will meet the LDR requirement. Please be advised that Chapter 164, Section 164.030(b) identifies that a 25' buffer is a Type "C" consisting of 5 canopy trees, 4 understory trees, and

30 shrubs per 100'. The Developer's Agreement indicates in Section 5 that a Type C buffer is required; however, Section 15 indicates that the buffers will consist of 2 canopy trees, 1 understory tree and a continuous hedge shall be planted 3' within the buffer. Please also be advised that stormwater ponds are not allowed within the buffers (Chapter 164, Section 164.030(c)). The notes on the master plan and DA are in conflict. Please revise notes on plan and DA accordingly.

Chapter 157 and Chapter 164, Section 164.090(c) require the submittal of a tree survey and mitigation plan, if trees are proposed to be removed.

The approved development abutting the project to the south formerly known as The Commons, a commercial development. The applicant should consider cross access to the site such as a golf cart path or multi-modal trail.

It is recommended that the applicant submit proposed elevations of the units.

Environmental

An environmental assessment was conducted by Modica & Associates and results of the assessment indicates the presence of gopher tortoises. There are no wetlands, waterbodies or 100-year flood zones. Prior to development the appropriate regulatory permits will be secured.

Concurrency

Schools – It is staff's understanding that school mitigation is required and the applicant is currently working with Lake County Schools on an agreement.

Solid Waste Impact Analysis - The LOS for solid waste is 2 collections per week pursuant to Public Facilities Policy 4-6.1. The City utilizes a private waste hauler through a franchise agreement. The amendment will not cause a deficiency the LOS.

Utility Impact Analysis – The subject site is within the City of Fruitland Park Utility Service Area and central water is available. The LOS for water is 172 gallons per resident per day pursuant to Public Facilities Policy 4-10.1. The estimated population based on US Census data (estimated 2023) of 2.34 persons per household is 805. The estimated water usage is .14 mgpd.

The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.879 MGD and the permitted consumptive use permit capacity is 1.389 MGD (CUP 2482-7). The City has a current available capacity of .284 mgpd and an analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards. The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 0.144 mgpd.

The City of Fruitland Park provides sanitary sewer. The City of Fruitland Park has an agreement with the Town of Lady Lake to treat sewage and the maximum capacity is 500,000 gallons per day (0.5 mgd). The City currently has an available capacity of 0.188 mgd for concurrency purposes (includes Invco amendment). The LOS for sanitary sewer is 122 gallons per resident per day pursuant to Public Facilities Policy 4-2.1. The estimated population based on US Census data (estimated 2023) of 2.34 person per household is 850. The estimated sanitary sewer usage is 0.104 (mgd). The analysis concludes that the

proposed amendment will not cause a deficiency and the City will have a remaining capacity of 0.084 (mgd).

Comprehensive Plan Amendment

Residential Needs Analysis – The housing element data and analysis indicates that the city requires a minimum of 5,460 additional dwelling units to meet the projected need through 2035. The FLU map when adopted indicated that within the existing corporate limits the future land use map provided for the ability of an additional 8,371 units. To date the city has approved approximately 4,405 units of which 1,608 units were designated as multi-family. Based on the above, there is a minimum need of an additional 1,055 units to meet the projected need within the existing corporate limits. The proposed project would add an additional 344 units.

Comprehensive Plan Compliance

The subject amendment is consistent with the following Comprehensive Plan policies, among others. The amendment will further the City's goals in meeting projected housing demands through 2035.

FLU Policy 1-1.1: Adequate Residential Land Area. The Future Land Use Map shall designate sufficient land area for residential land uses according to a pattern which promotes neighborhood cohesiveness and identity, and which enables efficient provision of public facilities and services. ***The City shall allocate a reasonable amount of land above identified needs to avoid economic impacts which a controlled supply of land places on land values and market potential.***

FLU Policy 1-1.2: Density and Intensity Standards and Table 1-1 – Single Family Medium Density, 4 units/acre.

FLU Policy 1-2.1: Promote Orderly, Compact Growth. Land use patterns delineated on the Future Land Use Map shall promote orderly, compact growth. The City shall encourage growth and development in existing developed areas where public facilities and services are presently in place and in those areas where public facilities can provide the most efficient service.

Policy 1-1.4: **Single-Family Medium Density.** Development within this category shall be limited to single-family detached dwelling units and the density shall not exceed 4 dwelling units/acre. Small scale commercial uses may be permitted adjacent to major highways provided they are intended to provide for the daily needs of residents within the development and the adjoining residential area. Such businesses will generally not exceed 15,000 sq. ft. in size and will require Planned Unit Development (PUD) zoning.

Policy 1-3.1: **Planned Unit Development.** Planned unit development techniques shall be used as a management strategy for promoting smart growth principles, negotiating innovative development concepts, design amenities, and measures intended to encourage unique planning concepts not attainable with certainty under conventional zoning or to protect environmentally, historically, or archaeologically significant sites.

Policy 2-1.7: **On-Site Transportation Improvements.** The following standards shall apply to new development in order to ensure safe and convenient on-site traffic flow that provides for the circulation

and parking needs of both motorized and non-motorized transportation: requiring developments to comply with applicable State and County access management requirements; requiring development to provide adequate vehicle parking and loading areas, if applicable, based on the type of land use approved; requiring the provision of bicycle storage facilities for commercial, industrial, institutional/public facility land uses; and requiring on-site trafficways to be built to widths adequate to accommodate the amount and type of traffic to be generated by the type of land use approved.

Policy 3-1.2: Promote a Diversity of Housing Types. The City's Future Land Use Map shall designate acreage to allow a wide range of housing types to accommodate a diversity of housing need. These may include single family attached, zero lot lines, cluster development, multi-family homes and apartments, mobile homes, and the construction of smaller homes.

Urban Sprawl Analysis

Section 163.3177, Florida Statutes (FS), requires any amendment to the Future Land Use Element to discourage the proliferation of urban sprawl. Specifically, Section 163.3177(6)(a)9a, identifies 13 primary urban sprawl indicators and states that "the evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality..."

An evaluation of each primary indicator is provided below.

- I. Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single use development or uses.

The proposed amendment does not contain low-density or low-intensity development. The applicant's request and related development propose a mixed housing type development with associated amenities. The request supports the City's objective of allocating sufficient land area to meet their projected long-term residential needs and provide a diversity of housing types.

- II. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

While the property is currently designated Rural by Lake County, the proposed development is located in an urbanizing area and adjacent to a developing CR 466A corridor. The property is adjacent to existing Commercial land use designations within the City and within Sumter County associated with The Villages development which is located adjacent to the subject site.

- III. Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

The proposed amendment is not isolated or in an area of strip development. The subject property is along the developing CR 466A corridor, and as development has progressed, has created a pattern of infill development in the area.

- IV. Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge

areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

There are no wetlands, flood zone, or environmentally sensitive areas on the site.

- V. Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

The proposed amendment will not have an adverse impact on agricultural activities within the County or City. Further, 25' landscape buffers are proposed around the perimeter.

- VI. Fails to maximize use of existing public facilities and services.

The proposed amendment and associated uses will utilize existing facilities available in the area without degrading adopted LOS.

- VII. Fails to maximize use of future public facilities and services.

The proposed amendment will utilize current and future improvements to the City's public facilities and services, as may be required; the surrounding area is currently served by existing public facilities and services. Other than extensions of individual services into the site, no significant extension or capital projects are required (anticipated) to serve the property.

- VIII. Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

The proposed use of the site will not disproportionately increase the cost of public services in the area, as facilities are currently in place or already approved to service the area.

Conclusions

Please revise the preliminary master plan as noted above.

The proposed comp plan amendment is consistent with the City's comprehensive plan and is not considered urban sprawl. The proposed rezoning to PUD and waiver requests meet the minimum technical requirements of the LDRs.

The Villages
DAILY SUN

Published Daily
State of Florida
County Of Sumter

Affidavit of Publication

Before the undersigned authority personally
Appeared **Amber Sevison** who on oath says that
he or she is Legal Ad Coordinator of the Villages
DAILY SUN, a daily newspaper published in
Sumter County, Florida with circulation in Lake,
Sumter and Marion Counties; that the attached
copy of advertisement, being a Legal Ad # **01305968**
in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

**APRIL 30, 2026
MAY 7, 2026**

Affiant further says that the Daily Sun is a newspaper
that complies with all legal requirements for publication in
chapter 50, Florida Statutes.



(Signature Of Affiant)

Sworn to and subscribed before me this 7

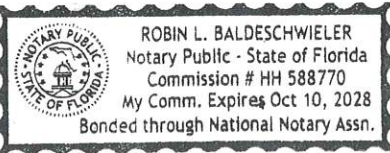
day May 2026.


Robin L Baldeschwieler, Notary

Personally Known _____ or

Production Identification _____

Type of Identification Produced _____



NOTICE OF PUBLIC HEARING

ORDINANCE 2025-025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 93.74 ± ACRES OF LAND GENERALLY LOCATED NORTH OF CR 466A AND WEST OF MICRO RACETRACK ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; SETTING AN EFFECTIVE DATE.

ORDINANCE 2025-026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT PURSUANT TO 163.3184, FLORIDA STATUTES, BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY RURAL TO CITY OF FRUITLAND PARK SINGLE FAMILY MEDIUM DENSITY ON 95.44 +/- ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND WEST OF MICRO RACETRACK ROAD; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-027

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 95.44 + ACRES OF PROPERTY FROM LAKE COUNTY AGRICULTURE AND CITY OF FRUITLAND PARK GENERAL COMMERCIAL (C-2) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

The proposed Ordinances will be considered at the following public meetings:

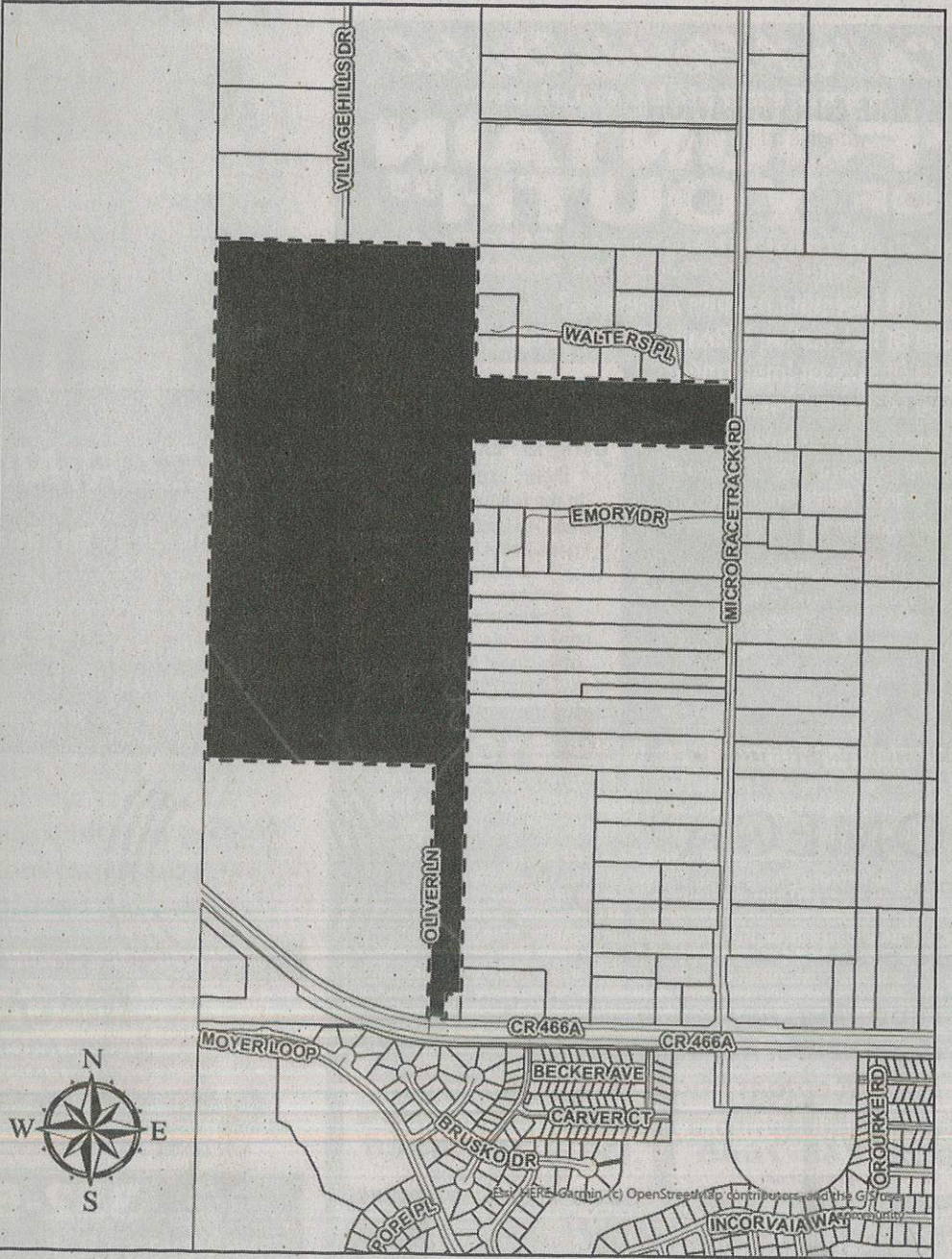
Planning & Zoning Board Thursday, May 21, 2026 @ 6:00 p.m.

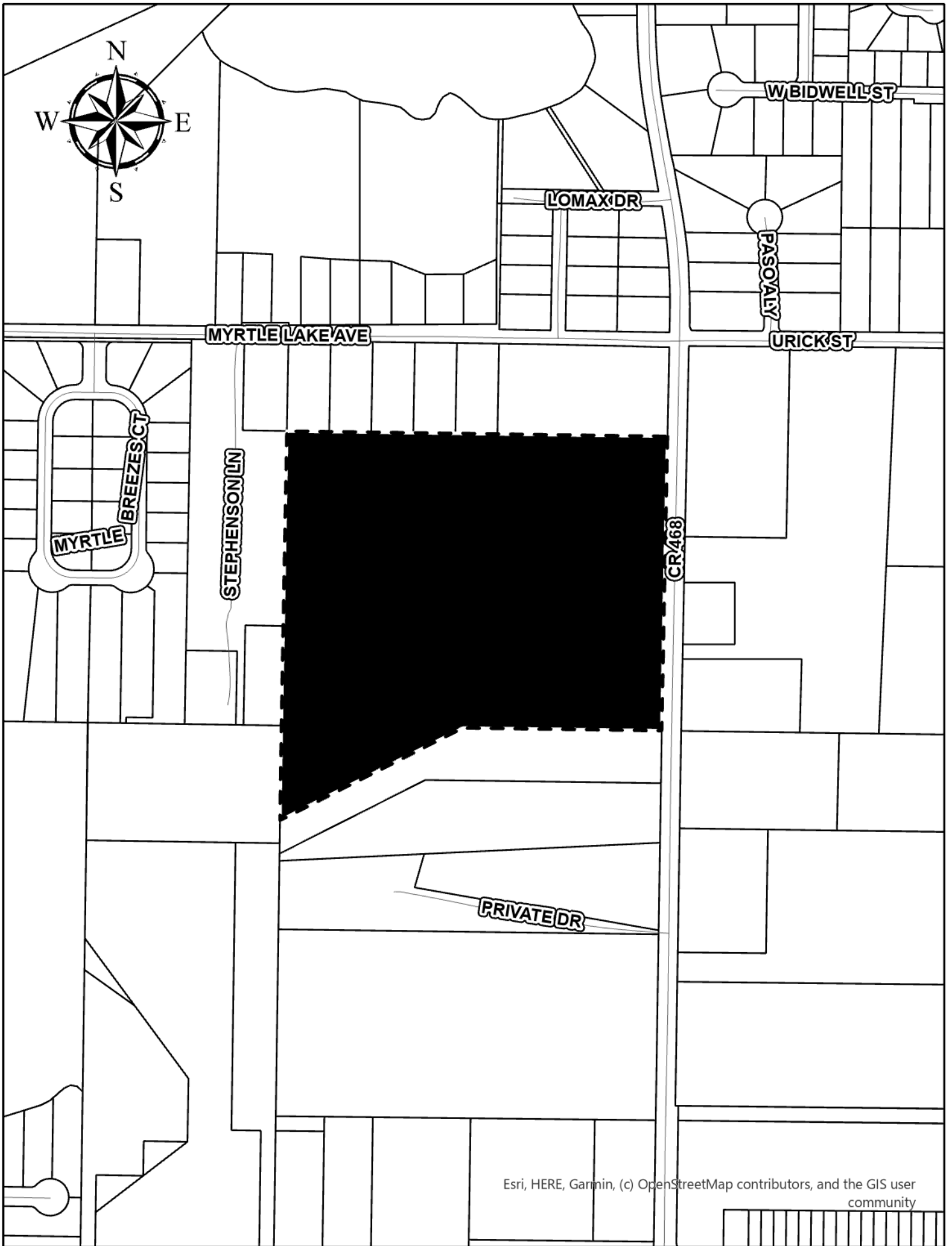
Land Planning Agency Meeting, May 21, 2026 @ 6:10 p.m.

City Commission Reading Thursday, June 11, 2026 @ 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed Ordinances and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed Ordinances.

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Gwen Johns, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.







Burgland Capital, LLC

Lake County, Florida
Aerial Map

Project: 398/24/11
File: Burgland
Name: Aerial
PM: S. Lindh
Date: November 8, 2024
Created By: T. Kalebaugh



RESOLUTION 2026-027

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING PRELIMINARY PLAT APPROVAL OF MYRTLE LAKE ESTATES GENERALLY LOCATED SOUTH OF MYRTLE LAKE AVENUE, EAST OF STEPHENSON LANE, WEST OF CR 468, AND NORTH OF LEWIS ROAD, FRUITLAND PARK, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant has petitioned for preliminary plat approval of Myrtle Lake Estates formerly known as CR 468 Subdivision consisting of a maximum of 124 residential dwelling units; and

WHEREAS, the subject property consisting of 32.03 +/- acres is zoned PUD and has a future land use of Single Family Medium Density; and

WHEREAS, the Planning and Zoning Board and the City Commission have considered the application in accordance with Sec. 157.060(d) of the City of Fruitland Park Land Development Code and made recommendation to the City Commission; and

WHEREAS, the City Commission of the City of Fruitland Park has considered the application in accordance with the procedures for granting preliminary plan approval set forth in Sec. 157.060(d) of the City of Fruitland Park Land Development Code; and

WHEREAS, the City Commission finds that the Preliminary Plat for Myrtle Lake Estates is in compliance with the City's land development regulations.

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

Section 1. Granting Preliminary Plat Approval.

Approval of the Preliminary Plat for Myrtle Lake Estates, a copy of which is attached hereto, is **GRANTED WITH CONDITIONS**.

Section 2. Conditions of Approval. Prior to the start of any construction activities, the Applicant shall resolve, to the satisfaction of the city manager or designee, the following matters:

- a. During the construction review process, and prior to approval of construction plans, the Applicant must coordinate with Lake County and address to the County's satisfaction any County road offsite improvements, and the satisfaction of the City of Fruitland Park.

Section 3. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED AND RESOLVED this _____ day of _____, 2026, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

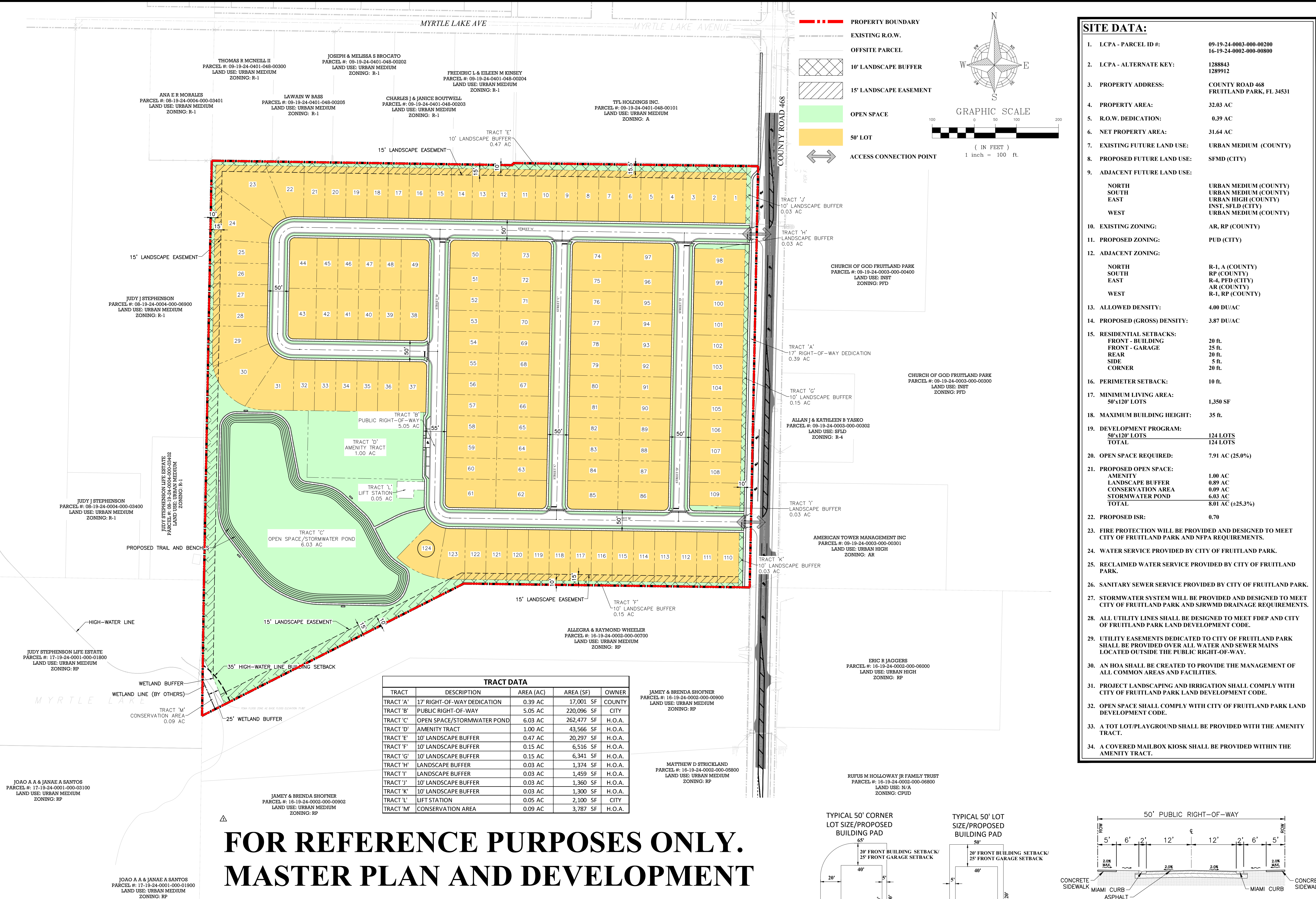
Gwen Johns, City Clerk

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Cosenza	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Raysin	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Williams	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

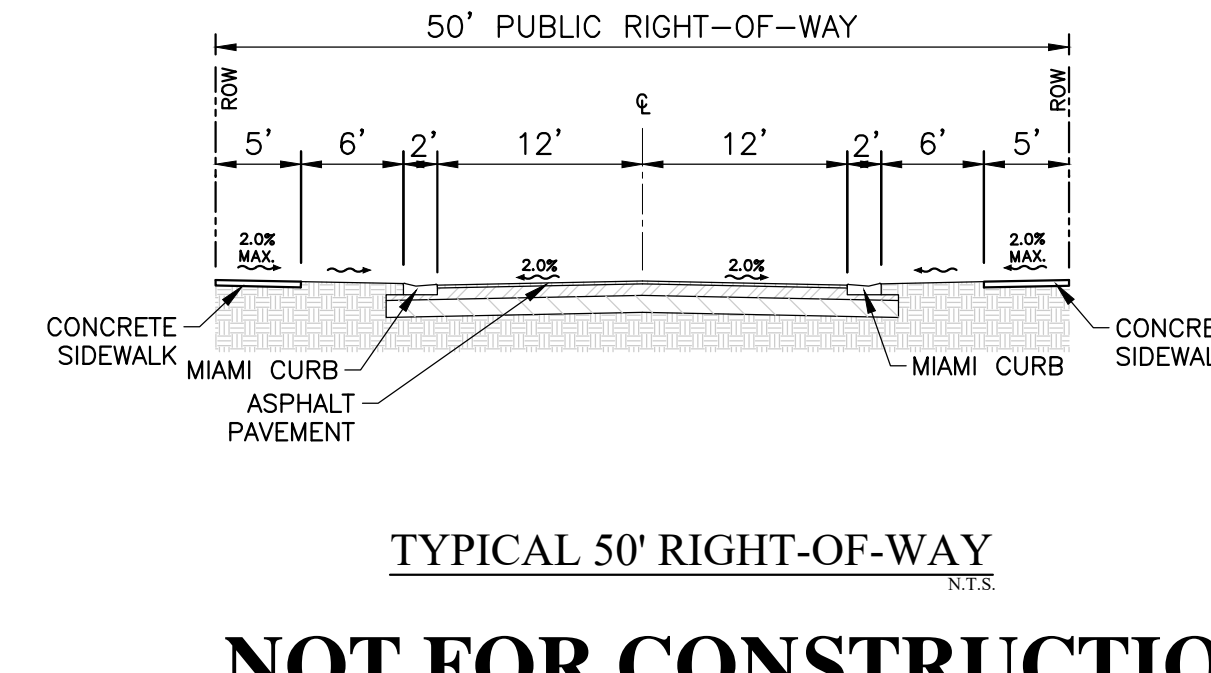
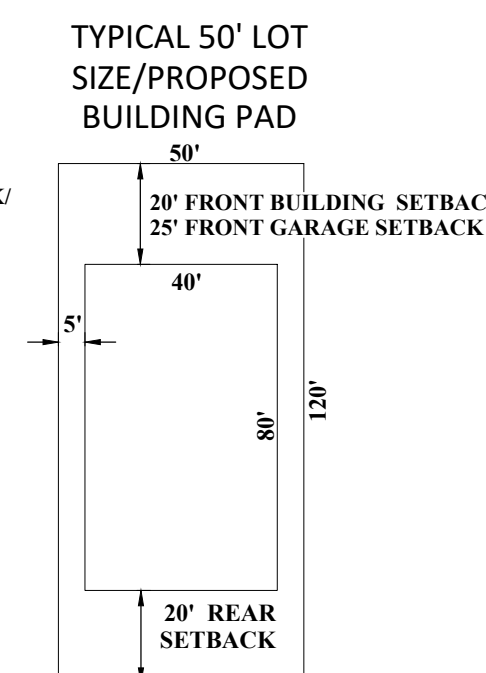
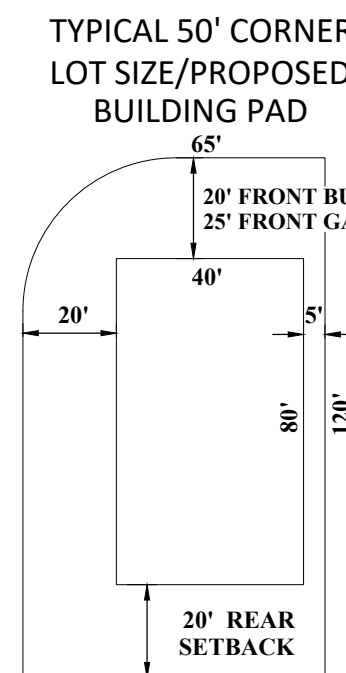
P:\PROJECT DRAWINGS\BIN-004 CR 468 Subdivision\Drawings\CAD Civil3D Layouts\04 PDF\MASTER PLAN.dwg Modified: 4/13/2026 By: killela Plotted By: brion killela



FOR REFERENCE PURPOSES ONLY.
MASTER PLAN AND DEVELOPMENT
STANDARDS WERE APPROVED BY THE
CITY COMMISSIONERS IN MAY 2025.

SITE DATA:

1. LCPA - PARCEL ID #: 09-19-24-0003-000-00200
16-19-24-0002-000-00800
2. LCPA - ALTERNATE KEY: 1288843
1289912
3. PROPERTY ADDRESS: COUNTY ROAD 468
FRUITLAND PARK, FL 34531
4. PROPERTY AREA: 32.03 AC
5. R.O.W. DEDICATION: 0.39 AC
6. NET PROPERTY AREA: 31.64 AC
7. EXISTING FUTURE LAND USE: URBAN MEDIUM (COUNTY)
8. PROPOSED FUTURE LAND USE: SFMD (CITY)
9. ADJACENT FUTURE LAND USE:
NORTH URBAN MEDIUM (COUNTY)
SOUTH URBAN MEDIUM (COUNTY)
EAST INST. SFLD (CITY)
WEST URBAN MEDIUM (COUNTY)
10. EXISTING ZONING: AR, RP (COUNTY)
11. PROPOSED ZONING: PUD (CITY)
12. ADJACENT ZONING:
NORTH R-1, A (COUNTY)
SOUTH RP (COUNTY)
EAST R-4, PFD (CITY)
WEST AR (COUNTY)
R-1, RP (COUNTY)
13. ALLOWED DENSITY: 4.00 DU/AC
14. PROPOSED (GROSS) DENSITY: 3.87 DU/AC
15. RESIDENTIAL SETBACKS:
FRONT - BUILDING 20 ft.
FRONT - GARAGE 25 ft.
REAR 20 ft.
SIDE 5 ft.
CORNER 20 ft.
16. PERIMETER SETBACK: 10 ft.
17. MINIMUM LIVING AREA: 50'x120' LOTS 1,350 SF
18. MAXIMUM BUILDING HEIGHT: 35 ft.
19. DEVELOPMENT PROGRAM:
50'x120' LOTS 124 LOTS
TOTAL 124 LOTS
20. OPEN SPACE REQUIRED: 7.91 AC (25.0%)
21. PROPOSED OPEN SPACE:
AMENITY 1.00 AC
LANDSCAPE BUFFER 0.99 AC
CONSERVATION AREA 0.09 AC
STORMWATER POND 6.03 AC
TOTAL 8.01 AC (±25.3%)
22. PROPOSED ISR: 0.70
23. FIRE PROTECTION WILL BE PROVIDED AND DESIGNED TO MEET CITY OF FRUITLAND PARK AND NFPA REQUIREMENTS.
24. WATER SERVICE PROVIDED BY CITY OF FRUITLAND PARK.
25. RECLAIMED WATER SERVICE PROVIDED BY CITY OF FRUITLAND PARK.
26. SANITARY SEWER SERVICE PROVIDED BY CITY OF FRUITLAND PARK.
27. STORMWATER SYSTEM WILL BE PROVIDED AND DESIGNED TO MEET CITY OF FRUITLAND PARK AND SRWMD DRAINAGE REQUIREMENTS.
28. ALL UTILITY LINES SHALL BE DESIGNED TO MEET FDEP AND CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE.
29. UTILITY EASEMENTS DEDICATED TO CITY OF FRUITLAND PARK SHALL BE PROVIDED OVER ALL WATER AND SEWER MAINS LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY.
30. AN HOA SHALL BE CREATED TO PROVIDE THE MANAGEMENT OF ALL COMMON AREAS AND FACILITIES.
31. PROJECT LANDSCAPING AND IRRIGATION SHALL COMPLY WITH CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE.
32. OPEN SPACE SHALL COMPLY WITH CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE.
33. A TOT LOT/PLAYGROUND SHALL BE PROVIDED WITH THE AMENITY TRACT.
34. A COVERED MAILBOX KIOSK SHALL BE PROVIDED WITHIN THE AMENITY TRACT.



NOT FOR CONSTRUCTION

1828 ENGINEERING

APPROVED MASTER PLAN
PRELIMINARY PLAN

MYRTLE LAKE ESTATES
(F.K.A CR 468 SUBDIVISION)
CITY OF FRUITLAND PARK, FLORIDA

DRAWN: S. LANCASTER

DESIGNED: O. SANCHEZ

CHECKED: L. CLASON

DATE: 4/13/2026

SCALE: 1" = 100'

PROJECT: BIN-004

SHEET: C2.0

STATE OF FLORIDA
PROFESSIONAL ENGINEER
No. 86492
4/13/26

BY: [Signature]

DATE: [Signature]

DESCRIPTION: [Signature]

The Villages[®] DAILY SUN

Published Daily
State of Florida
County Of Sumter

Affidavit of Publication

Before the undersigned authority personally
Appeared **Amber Sevison** who on oath says that
he or she is Legal Ad Coordinator of the Villages
DAILY SUN, a daily newspaper published in
Sumter County, Florida with circulation in Lake,
Sumter and Marion Counties; that the attached
copy of advertisement, being a Legal Ad # **01307856**
in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

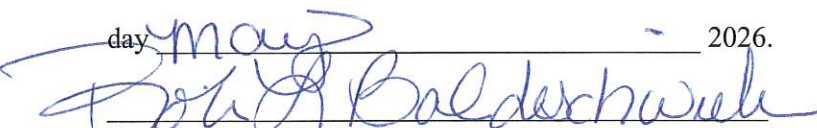
MAY 11, 2026

Affiant further says that the Daily Sun is a newspaper
that complies with all legal requirements for publication in
chapter 50, Florida Statutes.


(Signature Of Affiant)

Sworn to and subscribed before me this 11

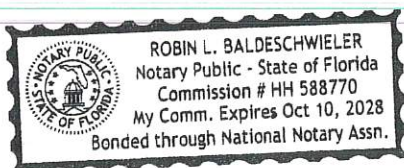
day May 2026.


Robin L. Baldeschwieler, Notary

Personally Known _____ or

Production Identification _____

Type of Identification Produced _____



NOTICE OF PUBLIC HEARING

RESOLUTION 2026-027

A RESOLUTION OF THE CITY
COMMISSION OF THE CITY
OF FRUITLAND PARK,
FLORIDA, GRANTING
PRELIMINARY PLAT
APPROVAL OF MYRTLE
LAKE ESTATES GENERALLY
LOCATED SOUTH OF
MYRTLE LAKE AVENUE,
EAST OF STEPHENSON
LANE, WEST OF CR 468,
AND NORTH OF LEWIS
ROAD, FRUITLAND PARK,
FLORIDA; PROVIDING FOR
CONDITIONS; AND
PROVIDING FOR AN
EFFECTIVE DATE.

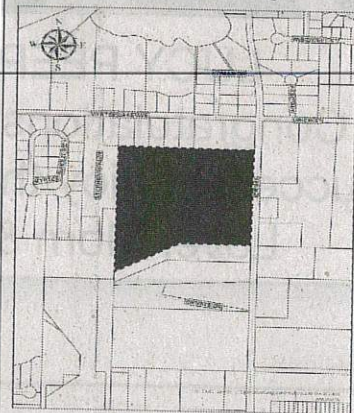
The proposed Resolution will
be considered at the following
public meetings:

Planning & Zoning Board
Thursday, May 21, 2026
@ 6:00 p.m.

City Commission Reading
Thursday, June 11, 2026
@ 6:00 p.m.

The public meetings will be held
in the Commission Chambers
located at City Hall, 506 West
Berckman Street, Fruitland
Park FL 34731. These
meetings are open to the public
and hearings may be continued
as determined by the
commission from time to time to
a time/date certain. The
proposed Resolution and metes
and bounds legal description of
property may be inspected by
the public during normal
working hours at City Hall. For
further information call 352-360-
6727. Interested parties may
appear at the meetings and will
be heard with respect to the
proposed Resolution.

A person who decides to
appeal any decision made by
any board, agency or council
with respect to any matter
considered at such meeting or
hearing, will need a record of
the proceedings. For such
purposes, any such person may
need to ensure that a verbatim
record of the proceedings is
made, which includes the
testimony and evidence upon
which the appeal is based
(Florida Statutes, 286.0105).
Persons with disabilities
needing assistance to
participate in any of these
proceedings should contact
Gwen Johns, City Clerk at (352)
360-6790 at least 48 hours
before the date of the
scheduled hearing.



#01307856

May 11, 2026

ORDINANCE 2025-013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, REZONING APPROXIMATELY 32.03 ± ACRES OF PROPERTY LOCATED ON CR 468 SOUTH OF MYRTLE LAKE AVENUE, FRUITLAND PARK, FLORIDA FROM LAKE COUNTY AGRICULTURE AND RESIDENTIAL PROFESSIONAL ZONING TO THE CITY OF FRUITLAND PARK DESIGNATION OF PUD, PLANNED UNIT DEVELOPMENT WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR DESIGN STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application has been submitted by Burgland Capital, LLC and Jason Monroe Lee, on behalf of the owner, William Kent Stokes Trustee of The 2019 Revocable Trust of William Kent Stokes, requesting that approximately 32.03 +/- acres of real property located on CR 468 (the "Property") be rezoned from Lake County Agriculture and Residential Professional to City of Fruitland Park PUD; and

WHEREAS, the property has a future land use designation of Single Family Medium Density Residential as shown on the City of Fruitland Park Comprehensive Plan Future Land Use Map; and

WHEREAS, the adopted zoning of Planned Unit Development is consistent with the future land use designation; and

WHEREAS, the application bears the signature of all applicable parties; and

WHEREAS, the required notice has been properly published and provided as required by the City's Land Development Code and Florida Statutes; and

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

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

Section 1. The following described property consisting of approximately 32.03 ± acres of land located south of Myrtle Lake Avenue on CR 468, Fruitland Park, zoned Planned Unit Development shall hereafter be designated as PUD, Planned Unit Development, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described as:

LEGAL DESCRIPTION: See Exhibit A

Parcel Alternate Key Nos. 1288843 and 1289912 and depicted in **Exhibit B**.

Section 2. That the City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. That the zoning classification is consistent with the Comprehensive Plan of the City of Fruitland Park, Florida.

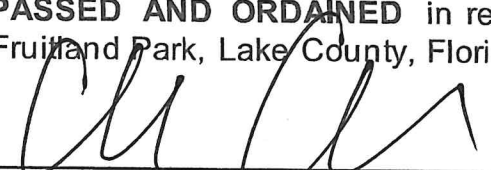
Section 4. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

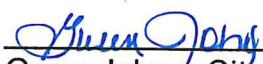
Section 6. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. This Ordinance shall become effective in accordance with the law.

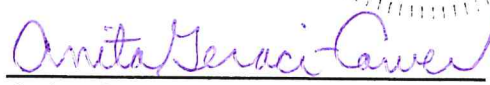
PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this 22 day of May 2025.

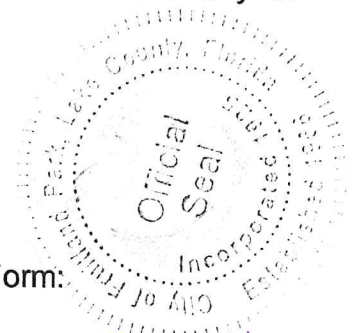

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:


Gwen Johns, City Clerk

Approved as to Form:


Anita Geraci-Carver, City Attorney



(SEAL)

	(Yes)	(No)	(Abstained)	(Absent)
Mayor Cheshire	✓			
Vice Mayor DeGrave	✓			
Commissioner VACANT	✓			
Commissioner Consenza				
Commission VACANT				

Passed First Reading : May 8, 2025

Passed Second Reading: May 21, 2025

EXHIBIT A TO ORDINANCE
Legal Description

Parcel 1:

The South 3/4 of the Southwest 1/4 of the Southwest 1/4 less right of way of Highway #468, in Section 9, Township 19 South, Range 24 East.

Parcel 2:

Begin at the Northwest corner of Section 16, Township 19 South, Range 24 East, run East 617.2 Feet, thence south 62°26' West to the Section line, thence North to the point of beginning.

EXHIBIT B TO ORDINANCE
Map

EXHIBIT B TO ORDINANCE
Map



Master Development Agreement

THIS MASTER DEVELOPMENT AGREEMENT ("Agreement") entered and made as of the 30th day of May 2025, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and **WILLIAM KENT STOKES TRUSTEE OF THE 2019 REVOCABLE TRUST OF WILLIAM KENT STOKES**, (hereinafter referred to as the "Owner") and **BURGLAND CAPITAL, LLC**, a Florida limited liability company ("Developer").

RECITALS

1. Owner owns approximately 32.03 +/- acres of real property currently located in the City of Fruitland Park, Florida, described in **Exhibit A** attached hereto and incorporated herein (hereafter referred to as the "Property").
2. Applicants Burglund Capital, LLC and Jason Monroe Lee ("Developer") filed an application to rezone the Property to City of Fruitland Park Planned Unit Development and seeks to construct 124 single-family homes.
3. The Property has a future land use designation of "Single-Family Medium Density" on the City of Fruitland Park Land Use Map and is zoned Lake County Agriculture and Residential Professional.
4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
5. The City of Fruitland Park has determined that the proposal for the development of the Property presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
6. Owner/Developer will fund certain public improvements and infrastructure to facilitate the development of the Property as provided herein.
7. The Property is within the City limits and the City's Chapter 180, Florida Statutes, utility district, and Developer has requested and City desires to provide water and sewer as well as other municipal services to the Property.

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

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

Section 2. **Land Use/Development.** Development of the Property shall be substantially consistent with the “Master Plan CR 468 Subdivision” conceptual development plan dated ___ May 14th, 2025 and attached as **Exhibit B** (the “Plan”). The project shall be developed as a residential subdivision. All development shall be consistent with City’s “PUD” (Planned Unit Development) zoning district. Unless set forth otherwise in this Agreement, all development shall also be consistent with “R-4” zoning district. Overall gross density shall not exceed 3.87 unit per acre and the maximum density shall not exceed 124 units.

Section 3. **Permitted Uses shall include:**

- A. Single family detached residential dwelling units.
- B. Passive and Active Recreation Facilities.
- C. Temporary modular office uses shall be allowed during construction.

Section 4.**Density.** Overall gross density shall not exceed 3.87 unit per acre and the maximum density shall not exceed 124 units.

Section 5.**Development Standards.** The unit mix for the development of the Property shall be as follows:

- A. Single Family Detached Dwelling Units: 124.
 - i. 50' x 120' Lots
- B. Total Minimum Open Space: 25% (7.91 acres)
- C. Maximum Building Height: 35 feet.
- D. Setbacks:
 - i. 50' lots (Single-Family):
 - Front: 20 feet
 - Garage: 25 feet
 - Side: 5 feet
 - Corner Side: 20 feet
 - Rear: 20 feet
 - ii. Perimeter Setback: 10 feet

- iii. **Accessories Setback:** All accessory structures shall be located no closer to the Property line than five (5) feet.
- E. **Minimum Living Area.** 50-ft. single family detached shall have a minimum living area of 1350 square feet all under heat and air, and fully enclosed.
- F. **Minimum Lot Width.** The minimum lot width shall be fifty feet (50') measured at the building setback line.
- G. **Minimum Lot Depth.** The minimum lot depth for detached single family shall be one hundred twenty feet (120').
- H. **Minimum Lot Area.** The minimum lot area for 50' wide lots shall be 6,000 square feet.
- I. **Maximum Building Coverage.** The maximum building coverage as applied to the entire development shall be 30%.
- J. **Maximum Impervious Surface Ratio.** 70% for each individual lot.
- K. **Open Space.** For clarity and avoidance of doubt, the open space requirement associated with the development of the Property shall be 25% of the total developable acreage of the Property.
- L. **Model Homes.** Up to six (6) model homes may be constructed prior to platting but after approval of the preliminary plan, provided that the model homes are ineligible to receive certificates of occupancy for residential use until final plat approval. All off-street parking for model homes shall comply with the requirements in the City's Land Development Code.
- M. **Stormwater Ponds.** In order to utilize the stormwater ponds as common open space they shall provide a recreational component such as walking trails, dog park, or open play fields.
- N. **Phasing.** Unless otherwise agreed to in writing by the city manager at the time of construction, Owner/Developer must develop the Property in two (2) separate phases and shall not proceed to sell lots or homes in a subsequent phase until the infrastructure of the previous phase is 50% completed. However, the second phase may be graded, and infrastructure constructed simultaneously if Owner/Developer so chooses, provided all City code provisions are followed.

Section 6. **Changes to the Development Plan.** Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development rezoning process.

Section 7. **Site Access and Transportation Improvements.** Vehicular access to the project site shall be provided by one primary access off of CR 468, unless otherwise approved by Lake County. Actual location and design of the boulevard shall be determined during the Preliminary Subdivision Plan review. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- A. The Owner/Developer shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Fruitland Park, including off-site road improvements on CR 468, and conveyance of additional right-of-way for CR 468. Turn lanes on CR 468 at the entrance to the project are required. Additional right-of-way must be dedicated for CR 468 to meet minimum requirements for a collector roadway consisting of four lanes with center median and to accommodate off-site road and right-of-way improvements. The Owner/Developer will need to provide onsite drainage for the widening of CR 468.
- B. All roads within the development shall be designed and constructed by the Owner/Developer to meet the City of Fruitland Park requirements including curb and gutter.
- C. On-street parallel parking spaces on one-side of the road shall be allowed in the right-of-way adjacent to the Amenity Tract provided the development dedicates 55-ft. Right-of-Way in the area of the proposed parallel parking spaces. At least one of the parallel parking spaces will be ADA compliant.
- D. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks as more particularly described below in Pedestrian Facilities. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes. A sidewalk meeting Lake County and Fruitland Park requirements must be constructed along CR 468 road frontage extending to the Urick St./Myrtle Lake Ave. intersection to provide walkability to the elementary school. Owner/Developer must install painted crosswalk and signage to cross CR 468 safely.
- E. Should the Owner/Developer desire to dedicate the proposed project's internal road system to the City of Fruitland Park; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Owner/Developer shall demonstrate to the City the road system is in suitable condition and meets City of Fruitland Park requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time
- F. A traffic/transportation study shall be submitted prior to preliminary subdivision plan approval for review and determination of any necessary access improvements if required by Lake County. The TIA must follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline. Methodology must be coordinated with Lake County prior to TIA submittal. Said improvements will be the responsibility of the Developer.
- G. Owner/Developer shall be responsible for subsequently designing and constructing all transportation improvements based on such study and consistent with transportation concurrency requirements as determined by City and Lake County. The City shall, under no circumstances, be financially responsible for the study and/or improvements.

Section 8. Pedestrian Facilities. Owner/Developer agrees to construct sidewalks to City standards on both sides of the right of way within the Property. The sidewalks shall be separated from any and all roadway in a manner sufficient to ensure the maximum level of safety for those using such sidewalks. Further, the sidewalks shall be constructed by Owner/Developer, at Owner/Developer's expense, shall be located within the area so as not to interfere or obstruct the installation and maintenance of utilities, and shall be in addition to any other City of Fruitland Park Land Development Regulations requirements.

Additionally, a pedestrian trail with benches shall be constructed around the stormwater pond.

Section 9. Lighting. Owner/Developer shall submit a site lighting plan which provides "Dark Skies" street lighting in conjunction with the site plan/construction plan submittal for the Property for City approval. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way. Otherwise, lighting shall comply with the residential design requirements of the Fruitland Park Land Development Regulations. The poles and streetlights within the Property shall be installed by Owner/Developer, at Owner/Developer's expense, and thereafter maintained by the HOA.

Section 10. Water, Wastewater, and Reuse Water. Owner/Developer and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater services (hereafter, "Utilities") exclusively through purchase from City when available. City has limited wastewater collection and treatment capacity therefore depending on development within the City and development of this Property in relation thereto, the City may not have sufficient capacity to serve the Property at the time requested. At the time of execution of this Agreement the City is engaged in dual efforts to expand the City's wastewater collection and treatment capacity. Should Owner/Developer require capacity prior to the City having sufficient capacity, the City and Owner/Developer will meet and enter into an agreement to provide for an interim solution. Except as may be provided in such interim solution agreement, the Owner/Developer covenants and warrants to City that it will not engage in the business of providing such Utilities to the property or within City's F.S. Chapter 180 utility district. No private well will be allowed within the Property. Owner/Developer shall construct, at Owner/Developer's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner/Developer shall install a complete reclaim system including meters to each property (Public Works Director to approve meters before installation) that shall be temporarily fed by the domestic water system with a backflow device between the two systems. If reclaim water becomes available from the City before the installation of the Owner/Developer lines they shall tie reclaimed water system directly into the City's reclaim line.

All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. If any such improvements are oversized at the City's request, the City shall provide impact fee credits to reimburse Owner/Developer for the materials directly related to such oversizing. If any utility improvements serve to provide any other property with connection ability which would not exist otherwise, the City and Owner/Developer will enter into a Pioneer Agreement with the Owner/Developer to provide for a pro-rata share reimbursement payment by such other property owner upon connection to the utility facilities, to the City or Owner/Developer.

Section 11. Impact Fees. Owner/Developer shall be required to pay impact fees as established by City from time to time, subject to any applicable credits, including any impact fees adopted after the execution of this Agreement for all units as building permits are issued for such units at the then existing rate.

No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner/Developer agrees to and understands that no capacity has been reserved and that Owner/Developer assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of preliminary plat/construction plan consideration and City

is willing to allocate such capacity to Owner/Developer, Owner/Developer shall enter into a reservation agreement and any other utility agreements, or easements related to the Property as requested by City from time to time.

Section 12. Homeowners Association. Owner/Developer shall establish a homeowners' association or similar entity acceptable to City (HOA), which shall be responsible for maintenance of common areas and infrastructure within the Property, including, but not limited to, parks and recreation areas, stormwater retention, open space areas, and common areas. Owner/Developer shall install all such improvements at their expense. Owner/Developer agrees to, at Owner/Developer expense, provide landscaping and improvements to the recreation areas located within the Property as agreed to by City at site plan approval. Owner/Developer shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

Unless otherwise approved by the City Commission, Owner/Developer shall also include in the covenants and restrictions requirements for all single-family homes to have a garage with a prohibition against converting such garage areas to living area. Owner/Developer shall include such other covenants and restrictions that are reasonably deemed necessary by the City Commission.

Section 13. Easements. Owner shall provide the City with such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services. Without limiting the above, Owner agrees to dedicate easements and right of way so as to achieve a "walkable" community that is connected to the surrounding community.

Section 14. Recreation/Amenities. An amenity center tract of no less than 1 acre in size shall be provided. The amenity center must include, at a minimum, a covered mailbox kiosk and a tot lot/playground. The amenity center tract and improvements must be maintained by the HOA.

Section 15. Construction. Owner/Developer shall ensure that all areas of the Property on which construction activities occur are kept sufficiently damp in order to minimize the occurrence of materials being carried, blown, or otherwise displaced beyond the confines of the Property by forces of nature. Additionally, Owner/Developer agrees that any and all damage caused by Owner/Developer to right of way surrounding the Property during construction of the improvements contemplated in this Agreement shall be repaired in a timely manner at Owner/Developer's sole expense.

Section 16. Other Municipal Facilities/Services The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other residential property owners within the City.

Section 17. Landscaping/Buffers. Owner/Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner/Developer shall install and maintain a twenty-five foot wide (25-ft) landscape buffer type "B" along the PUD perimeter property boundary consisting of a 10-ft.

wide open space tract owned and maintained by the HOA, and a 15-ft. landscaping easement on the rear of the lots adjacent to the property boundary, also to be maintained by the HOA. A landscaping site plan shall be submitted to the City for review and approval prior to such installation.

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

Owner/Developer shall design, construct, and maintain, at its sole expense, the landscaped areas, common areas, and buffers on the Property in accordance with all applicable City of Fruitland Park Land Development Regulations to be maintained by the HOA.

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

Section 18. Stormwater Management. Owner/Developer agrees to provide at Owner/Developer's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. As provided in Section 12, the stormwater management system shall be owned and maintained by the homeowners association.

Section 19. Concurrency. A complete concurrency study conforming to the City of Fruitland Park Land Development Regulations and/or F.S. Ch. 163 will be required prior to any preliminary plat approvals or construction plan approvals. The Owner/Developer shall ensure that all traffic concurrency areas conducted reflect all approved development in the area. Further, Owner/Developer acknowledges that City has adopted an ordinance relating to Proportionate Share Mitigation and shall comply with all provisions of such ordinance, if applicable.

Section 20. Final Site Plan Approval. Prior to issuance of any permits for construction, including clearing and landfill, a preliminary plat, and construction plans for the Property shall be prepared and submitted for review and approval in the manner required by the City's Land Development Code, as amended.

Section 21. Environmental Considerations. The Owner/Developer agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 22. Solid Waste Disposal Facilities. The Property shall utilize the City's waste disposal services and be subject to all City regulations regarding such services. Owner/Developer agrees that collection and transportation of solid waste within the Property shall not require any vehicles to back into any street or alley.

Section 23. Signage. Owner/Developer shall submit a master sign plan as a component of the preliminary plan application for the Property. Such plan shall be in

compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations unless City grants a waiver or variance pursuant to the City's Land Development Regulations. Alternatively, the Owner/Developer, in the Owner/Developer's discretion, may apply to amend the PUD to incorporate a Master Signage Plan at the time that the Owner/Developer desires to install signage at the development.

Section 24. Title Opinion. Owner/Developer shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner/Developer and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 25. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 26. Due Diligence. The City and Owner/Developer further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner/Developer from time to time in accordance with the City's applicable policies for the provision of said services.

Section 27. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law or as set forth in Section 163.3243, Florida Statutes. Further, the terms of this Agreement may be enforced by practical measures, including, but not limited to, municipal code enforcement procedures pursuant to F.S. Ch. 162 and City's withholding of building permits.

Both parties acknowledge that any land use or development provisions of this Agreement shall not be effective or implemented unless and until the amendment to the City's comprehensive plan is found in compliance by the Florida's Department of Commerce or any subsequent state agency serving as the state land planning agency, as set forth in Chapter 163, Florida Statutes. No development orders will be issued by City and no construction can occur until the necessary comprehensive plan amendment is adopted by City.

Section 28. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 29. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default

in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 30. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 31. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 32. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time.

As to City:	Karen Manila, City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 – Telephone: 352-360-6727
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 Telephone: 352-360-6727 - Anita Geraci-Carver, Esq, City Attorney Law Office of Anita Geraci-Carver 1560 Bloxam Ave Clermont, FL 34711 Telephone: 352-243-2801
As to Owner:	William Kent Stokes Trust 856 Lakemont Drive, Apt. B Louisville, Tennessee 37777
As to Developer:	Jason Monroe Lee, Manager Burgland Capital, LLC 1810 West Kennedy Blvd. Suite 232 Tampa, FL 32789 407-960-5868

Section 33. Entire Agreement. This Agreement sets forth all of the promises,

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

Section 34. Term of Agreement. The term of this Agreement shall commence on the date this agreement is executed by both the City and Owner/Developer. Construction of the Project shall substantially commence on or before August 23, 2026. In the event the conditions of the Master Development Agreement have not been substantially constructed during the required time period, the term of agreement may be extended by mutual agreement of the City and the Owner provided the extension request is filed 90 days prior to the expiration date. Failure to file a timely extension request, the PUD shall be null and void.

Section 35. Amendments. Amendments to the provisions of this Agreement shall be made by the parties only in writing and by formal amendment.

Section 36. Severability. If any part of this Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer's Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Developer's Agreement is declared severable.

Signature Pages to Follow

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

**WILLIAM KENT STOKES TRUSTEE OF
THE 2019 REVOCABLE TRUST OF
WILLIAM KENT STOKES,**

Christina Jacobs
Witness Signature

Christina Jacobs
Print Name

Address: 5426 Homberg
Dr Knoxville TN 37919

William Kent Stokes Trustee
Signature

William Kent Stokes, Trustee

Jordan A. Jones
Witness Signature

Jordan Jones
Print Name

Address: 5426 Homberg
Dr Knoxville TN 37919

STATE OF TN
COUNTY OF KNOX

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 2 day of JUNE 2025 by William Kent Stokes, Trustee of The 2019 Revocable Trust of William Kent Stokes. He/she/they are personally known to me or who have produced Known to me as identification.



Steve Kopman
Notary Public, State of Florida
Printed Name: STEVE KOPMAN
Commission No.: _____
My Commission Expires: 7/1/28

Sh
7/1/28

BURGLAND CAPITAL, LLC, a Florida
limited liability company,

Gemma Fong

Witness Signature

Gemma Fong

Print Name

Address: 1120 E Kennedy Blvd #1509
Tampa, FL 33602

[Signature]

Witness Signature

Gandace goebel

Print Name

Address: 1120 E Kennedy Blvd suite 206
Tampa, FL 33602

Signature

Jason Monroe Lee, Manager

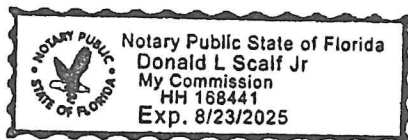
[Signature]

Signature

Franciscus Bombeeck, Manager

STATE OF Florida
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 30th day of MAY 2025 by Jason Monroe Lee
and Franciscus Bombeeck, Managers of Burgland Capital, LLC, a Florida limited liability
company on behalf of the company. He/she/they are personally known to me or who have
produced _____ as identification.



[Signature]

Notary Public, State of Florida

Printed Name: Donald L. Scalf Jr.

Commission No.: HH 168441

My Commission Expires: 8-23-2025

ACCEPTED BY THE CITY OF FRUITLAND PARK, FLORIDA

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

Anita Geraci-Carver
Anita Geraci-Carver, City Attorney

By: [Signature]
Chris Cheshire, Mayor

Date:

Attest: [Signature]
Gwen Johns, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing was acknowledged before me by means of [x] physical presence or []
online notarization this 22nd day of may 2025 by Chris Cheshire as Mayor
of the City of Fruitland Park, Florida, a Florida municipal corporation on behalf of the
corporation, [x] who is personally known to me or who has produced
_____ as identification.



Gwendolen Keough-Johns
Notary Public, State of Florida
Printed Name: Gwendolen Keough-Johns
Commission No.: HH108315
My Commission Expires: 7-23-2025

Exhibit "A" to MDA

LEGAL DESCRIPTION

Parcel 1:

The South 3/4 of the Southwest 1/4 of the Southwest 1/4 less right of way of Highway #468, in Section 9, Township 19 South, Range 24 East.

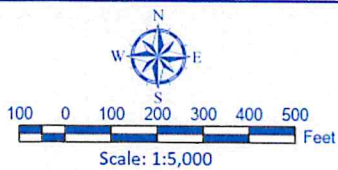
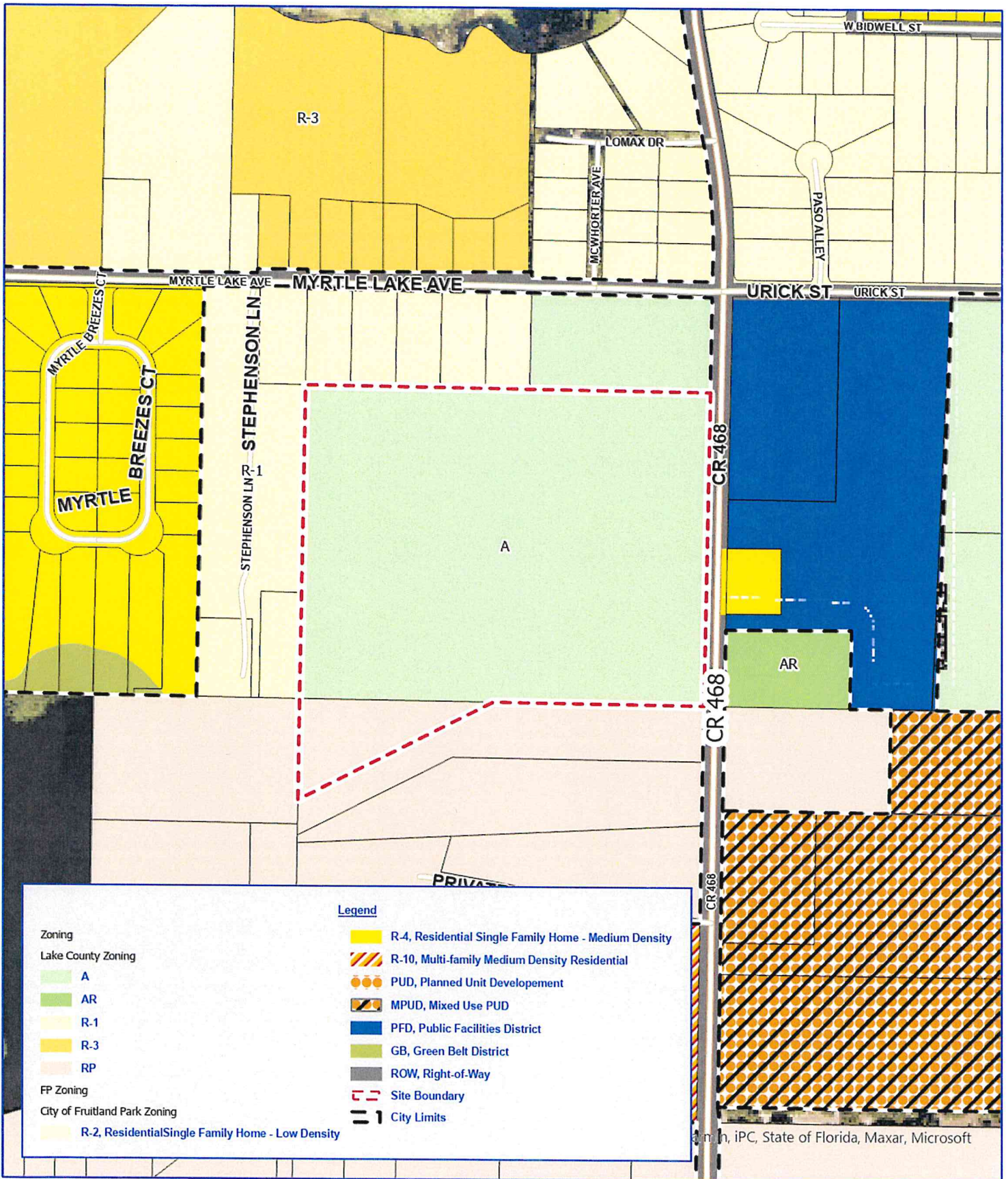
Parcel 2:

Begin at the Northwest corner of Section 16, Township 19 South, Range 24 East, run East 617.2 Feet, thence south 62°26' West to the Section line, thence North to the point of beginning.

EXHIBIT "B" TO MDA

Master Plan CR 468 Subdivision

prepared by Appian Engineering LLC dated __May 14th__, 2025



Burgland Capital, LLC

**Lake County, Florida
Existing Zoning Map**

Project: 398/24/11
File: Burgland
Name: FLU
PM: S. Lindh
Date: November 8, 2024
Created By: T. Kalebaugh



