



506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

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

Board Members: Al Goldberg, Chairman Daniel Dicus, Vice Chair Carlisle Burch Shayna Grunewald Walter Birriel	Others: Michael Rankin, LPG Anita Geraci-Carver, City Attorney Sharon Williams, Administrative Manager Emily Church, Office Assistant
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AGENDA
PLANNING & ZONING BOARD
April 17, 2025
6:00 PM

- I. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
- II. **ROLL CALL:**
- III. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from March 20, 2025 included for review/comment.
- IV. **OLD BUSINESS:** NONE

NEW BUSINESS:

A. CR 468 Subdivision Annexation, Small Scale Comp Plan Amendment, Rezoning/ Planned Unit Development – Alternate Keys 1288843 & 1289912

The applicant is requesting annexation, a small-scale comp plan amendment, and a rezoning to receive city services and develop approximately 32.03 ± acres for a proposed 135-unit single family subdivision with lots widths of 40' to 60' at a proposed density of 4.34 units/acre. Minimum lot sizes range from 4,800 SF (97 lots) and 7,200 SF (38 lots). A 1.0-acre amenity/open space tract with tot lot/playground is proposed. Total open space proposed is 7.95 acres (25.1%) which includes amenity (1.0 acres), landscape buffer (0.92 acres), conservation area (0.09 acres) and stormwater pond (5.94 acres).

B. Pine Ridge Dairy Subdivision – Annexation, Large Scale Comp Plan Amendment and Rezoning/PUD for Alternate Keys 1204097, 2565373, 1740584 and 2516445

The Applicant is requesting annexation, a large-scale comp plan amendment for 52.25 +/- acres, and a rezoning to receive city services and develop a proposed 219-unit single family subdivision with lots ranging in widths from 40' to 50' at a proposed density of 4.17 units/acre. The property is generally located south of Pine Ridge Dairy Road and west of Brookstone Land. The property is currently zoned Agricultural and the existing land use is Urban Low Density (4 acres/acre) and Urban Density (7 units acre). The proposed zoning is PUD with a future land use of Multi-family

Low Density (8 units/acre). The concept plan identifies 219 single family units consisting of the following: (1) 116 units of 40' x 110' (4,400 SF) lots and (2) 103 units of 50' x 110' (5,500 SF) lots. A 3.19- acre amenity/open space tract is proposed. Proposed amenities include clubhouse, pool, dog park, BBQ area, putting green, pickleball courts and bocci court. Staff recommends that should the rezoning be approved, the developer's agreement contain requirements that if the retention/stormwater ponds are utilized for common open space that they be suitably improved.

BOARD MEMBERS' 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:



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

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

Board Members: Al Goldberg, Chairman Daniel Dicus, Vice Chair Shayna Grunewald Walter Birriel	Others: Tanner Kalebaugh, LPG Anita Geraci-Carver, City Attorney Sharon Williams, Administrative Manager Kelli Fielder, Certified Permit and Zoning Tech Brenda Sigala, Permit Tech
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MINUTES
PLANNING & ZONING BOARD
March 20, 2025
6:00 PM

- I. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Led by Sharon Williams.
- II. **ROLL CALL:** All members were present, except Burch with an excused absence.
- III. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from December 19, 2024, included for review/comment. There were no corrections or deletions and were approved as presented.
- IV. **OLD BUSINESS:** NONE

NEW BUSINESS:

A. Lake Myrtle Breezes Variance – Alternate Key 3845251

The applicant is requesting a variance for a minimum lot width from 80' to 70' at the building setback line for lots located on a cul-de-sac or curve. At the time of the previous lot line deviation, the building setback line was 30' from the front property line. The current regulations require a minimum front building setback of 20' from the front property line. The property had a previous variance via Resolution 2022-040 that expired December 2024.

Tanner Kalebaugh of LPG introduced the project and Dr. Eric Coe, the applicant, was present. Chairman Goldberg inquired what type building will be built. Vice Chair Dicus asked if subdivision had a Home Owners Association (HOA) and if any design requirements that must be met within subdivision. Applicant stated "yes" there are, and he intends to build by said requirements.

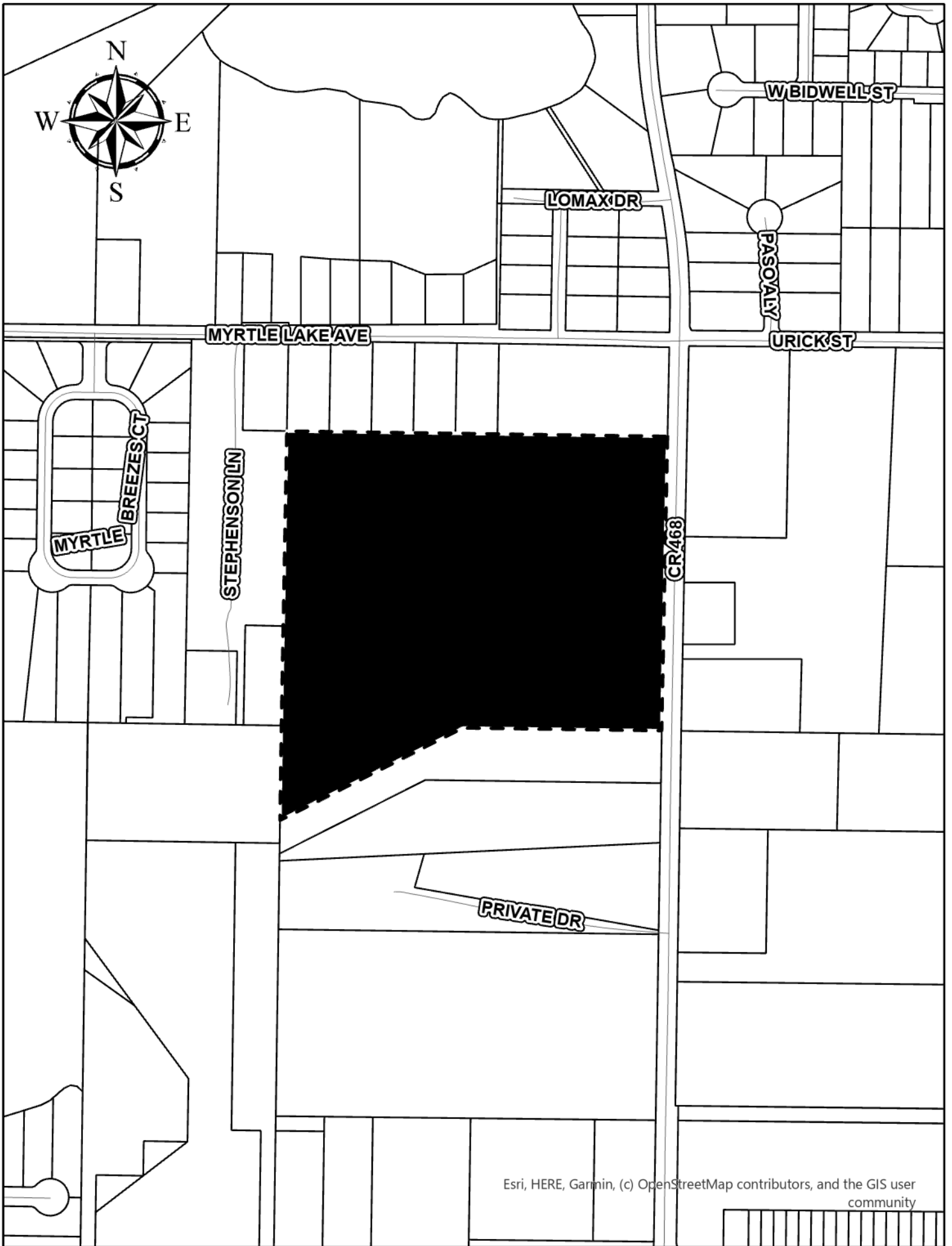
The motion was made to approve by Board Member Birriel, seconded by Grunewald, vote passed unanimously.

BOARD MEMBERS' COMMENTS:

PUBLIC COMMENTS:

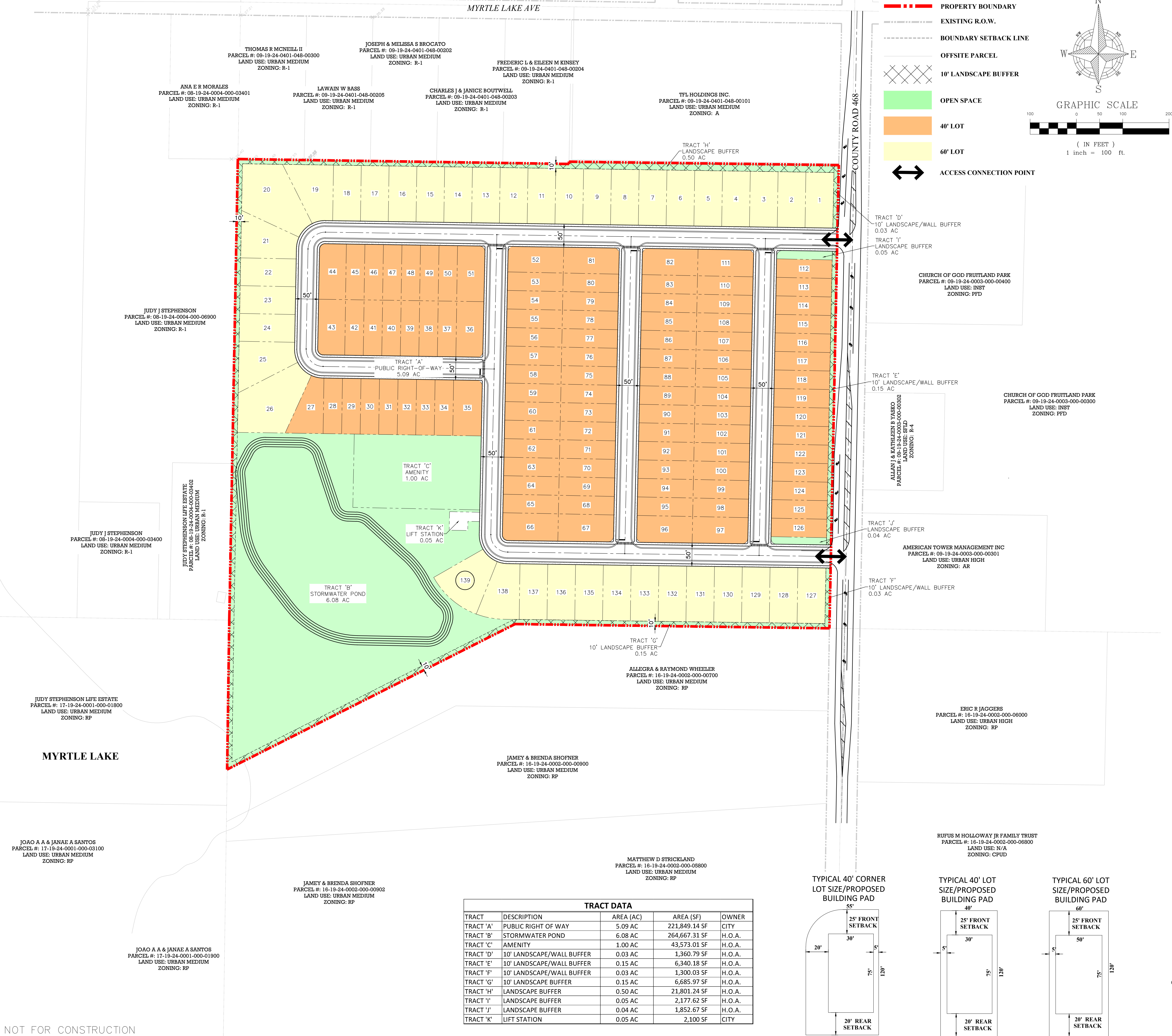
This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to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

ADJOURNMENT: 6:09 PM





P:\PROJECT DRAWINGS\BIN-004 CR 468 Subdivision\Drawings\CAD Civil3D\Layouts\Q3 Master Plan\Waster Plan.dwg Modified: 11/1/2024 By: slancaster Plotted By: sgm lancaster



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. EXISTING FUTURE LAND USE: URBAN MEDIUM (COUNTY)
6. PROPOSED FUTURE LAND USE: MFHD (CITY)
7. ADJACENT FUTURE LAND USE:
NORTH URBAN MEDIUM (COUNTY)
SOUTH URBAN MEDIUM (COUNTY)
EAST URBAN HIGH (COUNTY)
WEST INST. SFLD (CITY)
URBAN MEDIUM (COUNTY)
8. EXISTING ZONING: AR, RP (COUNTY)
9. PROPOSED ZONING: PUD (CITY)
10. ADJACENT ZONING:
NORTH R-1, A (COUNTY)
SOUTH RP (COUNTY)
EAST R-4, PUD (CITY)
WEST AR (COUNTY)
R-1, RP (COUNTY)
11. ALLOWED DENSITY: 15.00 DU/AC
12. PROPOSED DENSITY: 4.34 DU/AC
13. RESIDENTIAL SETBACKS:
FRONT 20 ft.
REAR 20 ft.
SIDE 5 ft.
CORNER 20 ft.
14. PERIMETER SETBACK: 10 ft.
15. NET LIVING AREA:
40'x120' LOTS 1,200 SF
60'x120' LOTS 1,500 SF
16. MAXIMUM BUILDING HEIGHT: 35 ft.
17. DEVELOPMENT PROGRAM:
60'x120' LOTS 39 LOTS
40'x120' LOTS 100 LOTS
TOTAL 139 LOTS
18. OPEN SPACE REQUIRED: 8.01 AC (25.0%)
19. PROPOSED OPEN SPACE:
AMENITY 1.00 AC
LANDSCAPE BUFFER 0.95 AC
STORMWATER POND 6.08 AC
TOTAL 8.03 AC (±25.1%)
20. FIRE PROTECTION WILL BE PROVIDED AND DESIGNED TO MEET CITY OF FRUITLAND PARK AND NFPA REQUIREMENTS.
21. WATER SERVICE PROVIDED BY CITY OF FRUITLAND PARK.
22. RECLAIMED WATER SERVICE PROVIDED BY CITY OF FRUITLAND PARK.
23. SANITARY SEWER SERVICE PROVIDED BY CITY OF FRUITLAND PARK.
24. STORMWATER SYSTEM WILL BE PROVIDED AND DESIGNED TO MEET CITY OF FRUITLAND PARK AND SRWMD DRAINAGE REQUIREMENTS.
25. ALL UTILITY LINES SHALL BE DESIGNED TO MEET FDEP AND CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE.
26. UTILITY EASEMENTS DEDICATED TO CITY OF FRUITLAND PARK SHALL BE PROVIDED OVER ALL WATER AND SEWER MAINS LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY.
27. AN HOA SHALL BE CREATED TO PROVIDE THE MANAGEMENT OF ALL COMMON AREAS AND FACILITIES.
28. PROJECT LANDSCAPING AND IRRIGATION SHALL COMPLY WITH CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE.
29. OPEN SPACE SHALL COMPLY WITH CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE.

CIVIL ENGINEERING I LAND PLANNING

APPIAN ENGINEERING LLC.

APPIANFL.COM • 407.960.5868

2231 Lee Road, Suite 27, Winter Park, Florida 32789

STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION No. 15174

MASTER PLAN

CR 468 SUBDIVISION

CITY OF FRUITLAND PARK, FLORIDA

DRAWN: S. LANCASTER

DESIGNED: O. SANCHEZ

CHECKED: L. CLASON

DATE: 10/31/2024

SCALE: 1" = 100'

PROJECT: BIN-004

SHEET: C1.0

APPIAN ENGINEERING

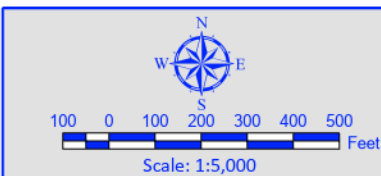
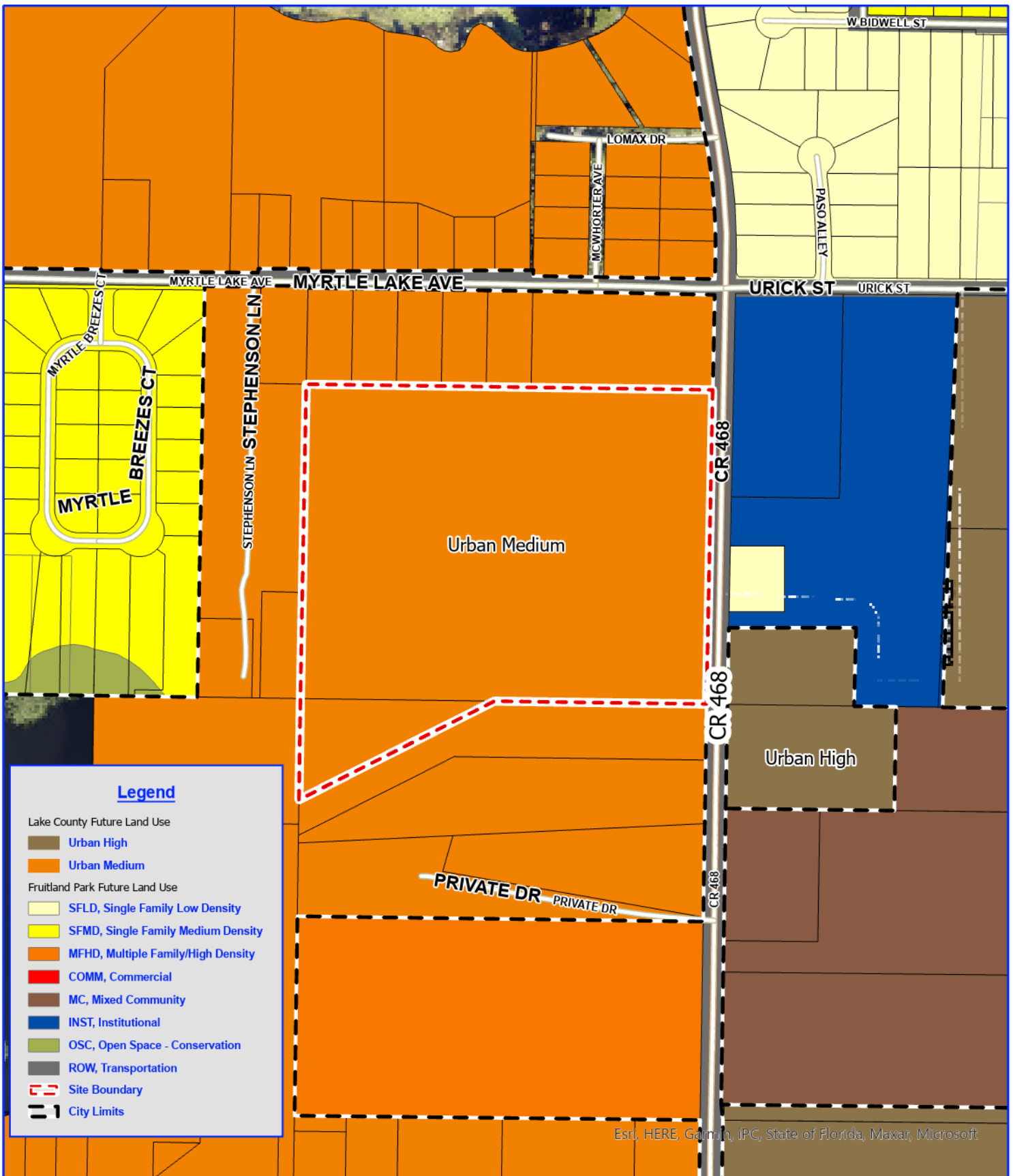
LUKE MARTIN CLASON

No 77066

STATE OF FLORIDA

PROFESSIONAL ENGINEER

NOT FOR CONSTRUCTION

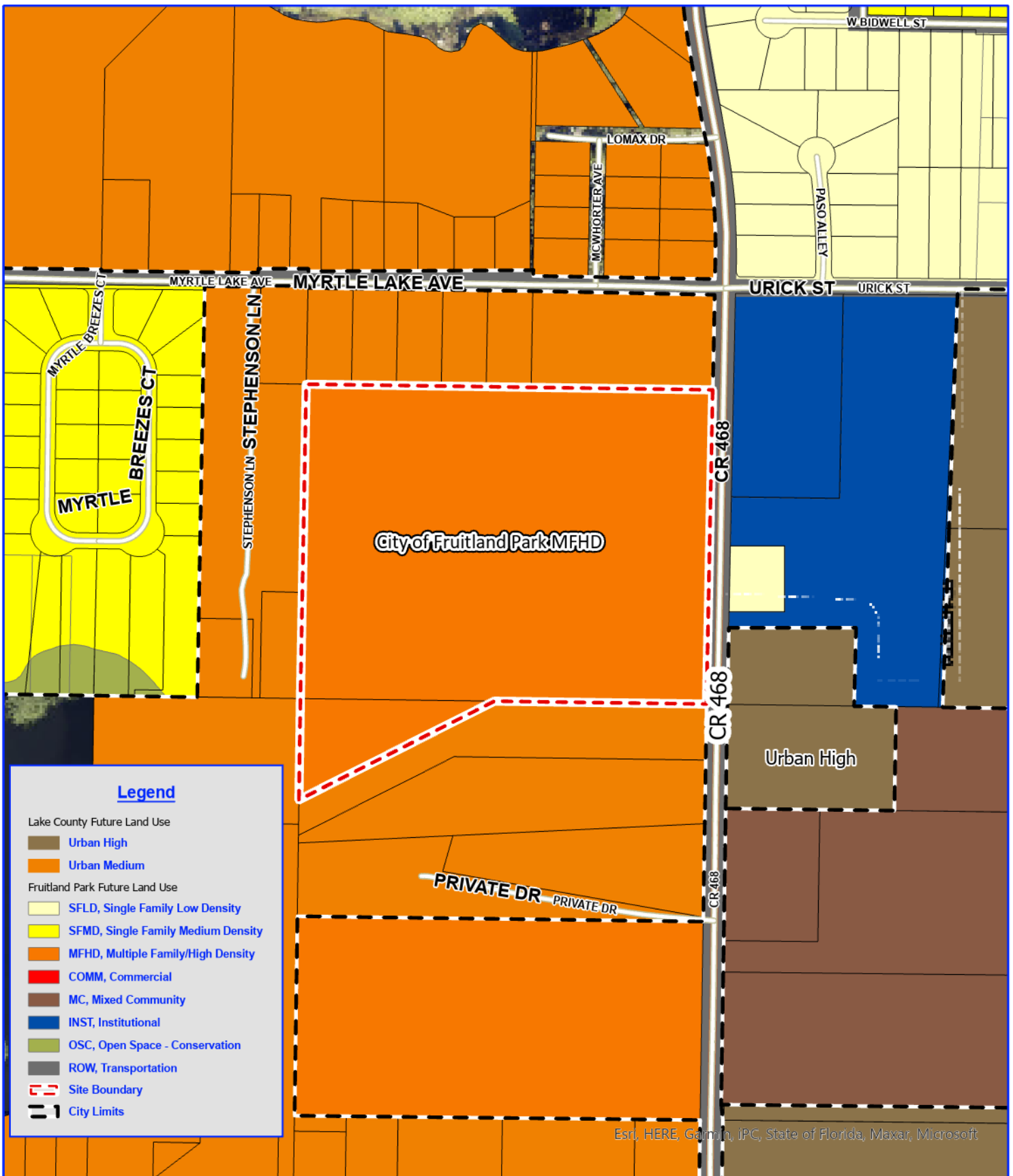


Burgland Capital, LLC

**Lake County, Florida
Existing Future Land Use Map**

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



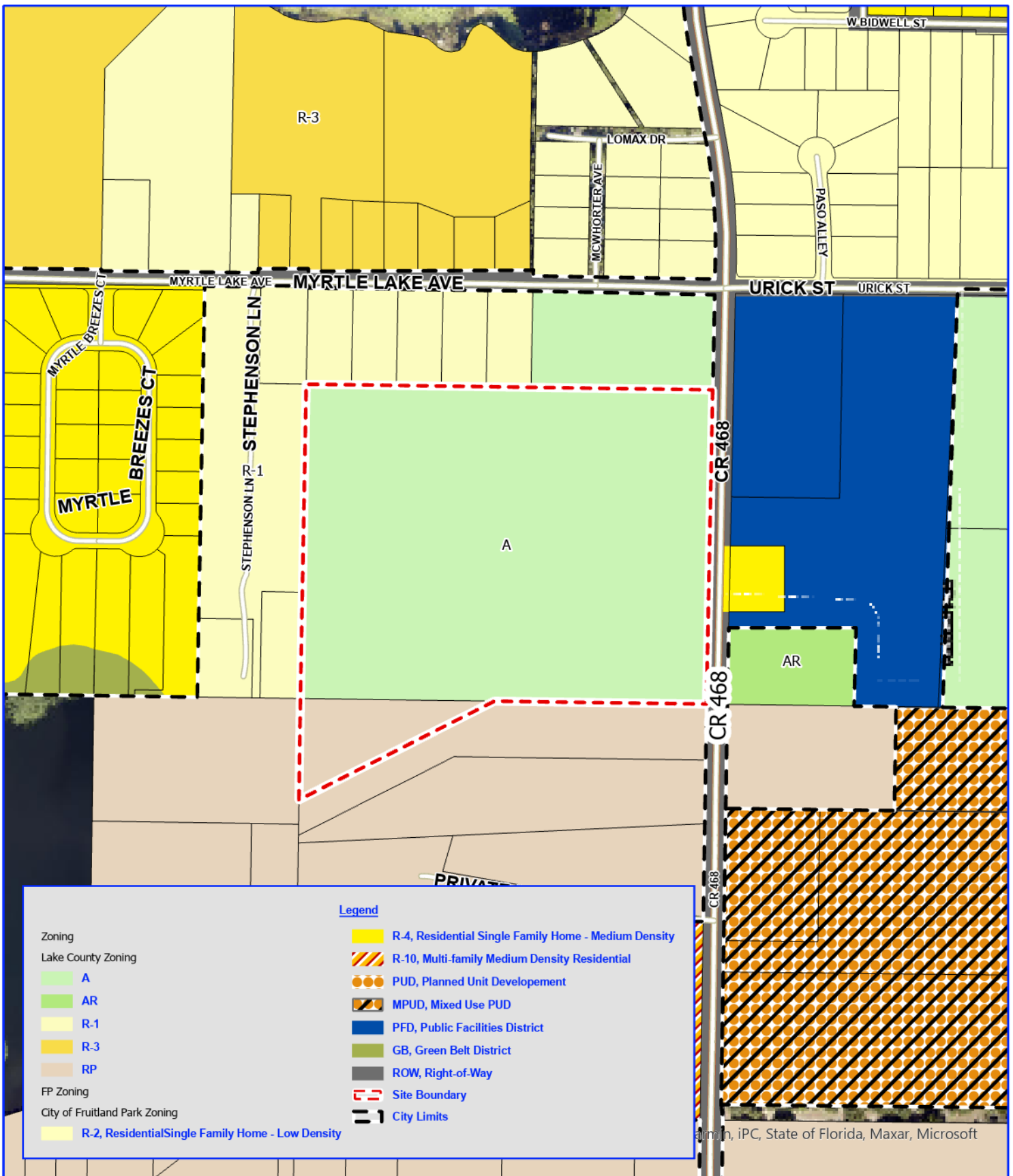


Burgland Capital, LLC

Lake County, Florida
Proposed Future Land Use Map

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





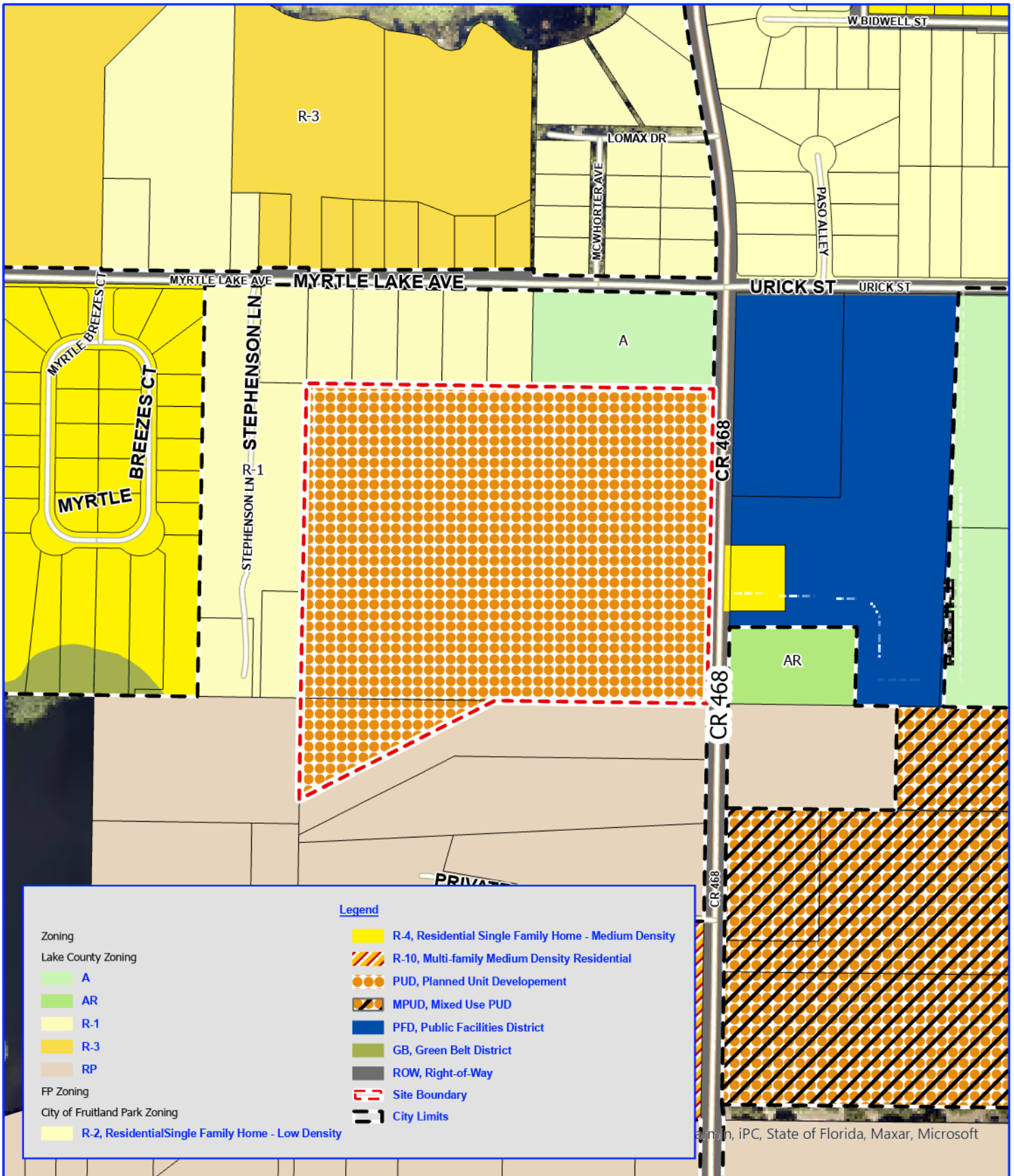
Scale: 1:5,000

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





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

ANNEXATION, SSCPA, AND REZONING

Owner: William Kent Stokes Trust

Applicant: Burgland Capital, LLC , Jason Monroe Lee

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

Number of Acres: 32.03 ± acres

Existing Zoning: Agriculture (A) and Residential Professional (RP)

Proposed Zoning: PUD

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

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

Date: February 24, 2025

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 135-unit single family subdivision with lots ranging in widths from 40' to 60' at a proposed density of 4.34 units/acre. Minimum lot sizes range from 4,800 SF (97 lots) and 7,200 SF (38 lots). A 1.0-acre amenity/open space tract with tot lot/playground is proposed. Total open space proposed is 7.95 acres (25.1%) which includes amenity (1.0 acres), landscape buffer (0.92 acres), conservation area (0.09 acres) and stormwater pond (5.94 acres).

	Surrounding Zoning	Surrounding Land Use
North	R-1 and Ag	Urban Medium Density (7 units/acre)
South	Residential Professional (RP)	Urban Medium Density (7 units/acre)
East	PFD, Ag and R-2	Institutional, SF Low Density (3 units/acre), Urban High Density (12 units/acre)
West	R-1	Urban Medium Density (7 units/acre)

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 indicated that “Per the City’s Comprehensive Plan 2035, under the Proposed Land Use Strategy, this development will help meet the City’s goal of providing a mix of housing types and styles that provides people with affordable housing choices that can accommodate changes in lifestyle.” “In addition, per the City’s Proposed Land Use Strategy, this development will also provide access to housing for residents of various ages and needs as well as conserving wetland and other environmentally sensitive areas.”

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

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

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.

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 Urban Medium (7 units/net acre) and the proposed amendment to City MFLD (8 units/acre).

Annexation

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

Small Scale Comp Plan Amendment

The proposed small scale comprehensive plan amendment consists of 32.03 ± 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 (32.03) 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 224 units.

Under the proposed Multi-Family Low Density land use (8 units/acre) the property could be developed at a maximum development scenario of 256 units pursuant to FLU Policies 1-1.2 and 1-1.5; however, the proposed Planned Unit Development (PUD) zoning limits development to 135 units which results in a proposed gross density of 4.21 units/acre.

The proposed comprehensive plan amendment results in an increase of 32 units.

The property to the northern, southern and western is designated as Urban Medium Density (7 units/acre), property to the east within the city limits is designated as Institutional and SF Low Density and Lake County Urban High Density (12 units/acre). Further south along CR 468, property within the city is designated as Multi-Family High Density (15 units/acre).

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.

School Impact Analysis – Please submit school concurrency application.

Traffic Impact Analysis – The traffic impact analysis submitted was based on 139 single family units. The anticipated buildout is the end of 2027. The results indicate the proposed development would generate 1,366 daily trips, of which 101 AM peak hour trips and 135 PM peak hour trips. The proposed development will not adversely impact area roadways and will not adversely impact the Level of Service. The development will require the construction of a 425-foot northbound left turn lane and 400-foot southbound right lanes at both access driveways.

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 335. The estimated water usage is 0.057.

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 0.196 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 0.139 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 289,000 gallons per day (0.289 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 335. The estimated sanitary sewer usage is 0.040 mgd. The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining capacity of 0.249 mgd.

Environmental Analysis – An environmental assessment was conducted by Paradise Environmental, LLC. The assessment indicates that there are 0.04 acres of water bodies and no protected species were observed on the subject site. A small portion of the site is within the 100-year flood; however, no impacts to the flood zone are proposed. Should protected species occur, the appropriate regulatory permits will be secured.

Rezoning

The subject property is currently zoned Agriculture and Residential Professional in Lake County and the proposed City zoning is Planned Unit Development (PUD) for the development of a 135-unit subdivision. Surrounding zoning consists of Residential Professional (RP), R-1, Agriculture, Public Facilities District (PFD), and R-2.

Concept Plan

The revised concept plan identifies 135 single family units consisting of the following:

97 units of 40' x 120' (4,800 SF) lots

38 units of 60' x 120' (7,200 SF) lots

Residential development to the north is developed on 1 acre lots. Subdivisions in the general area consist of Lake Myrtle Breezes (1/2 acre lots) and Arbor Park of 50' (6,250 SF), 60' (7,500 SF), and 70' (8,750 SF) lots for single family detached homes.

The applicant indicates that there is sufficient evidence that the proposed 40' and 60' lot sizes are compatible with adjacent developments. To the northeast of the site, the adjacent property is not a subdivision but a borrow pit that was used for fill material. The borrow pit will not be negatively impacted by the proposed site development. The properties to the northwest were developed as 1 acre lots, however, that is not the development trend in the area. To lessen impact to the 1 acre lots, we are proposing a 10' landscape buffer tract with a 15' landscape easement in the rear of the 60' lots adjacent to those properties.

Regarding Arbor Park (Phases 1, 2, and 3) we are proposing larger lot areas along the boundary of the subdivision at 60' in width in comparison to the majority of Arbor Park's 50' perimeter lots. Therefore, the interior 40' lots will not negatively impact the adjacent developments.

Finally, with regards to Lake Myrtle Breezes the market conditions are currently preferential to properties that are in the 40' wide, 50' wide and 60' wide range. Buyers are attracted to the lower costs (smaller roadway and infrastructure) and lower maintenance requirements of lots in this range. This is reflected in the neighboring Arbor Park development being overwhelming comprised of 50' lots. Our subject parcels have a current Future Land Use of Urban Medium through the County and we are trying to match the development trans in the CR 468 corridor.

The proposed setbacks are as follows:

Front – 20'
Front Garage – 25'
Side – 5'
Rear – 20'

The proposed minimum floor area for the homes on the 40' lots is 1,200 SF and 60' lots is 1,500 SF.

The proposed perimeter buffers are 10' with a 15' landscape easement for lots/areas abutting the property boundary. Historically, planned unit developments provide for 25' perimeter buffers. The 10' landscape buffer and 15' landscape easement provides a 25' perimeter buffer on north, portions of the south and western boundary. A 10' landscape buffer is proposed along the eastern boundary adjacent to CR 468.

Chapter 154 requires a minimum of 25% of common open space of which portions should be suitably improved to meet the recreational needs of the community. The plan indicates that the applicant is offering 25.1% open space and includes the proposed stormwater ponds. The applicant proposes a trail with benches around the stormwater pond. The concept plan indicates that the proposed amenity tract (1.0 acre) would include a tot lot/playground and a covered mailbox kiosk at a minimum.

Chapter 165, Section 165.130(A) requires a minimum 25' upland buffer adjacent to the lake. Further, Section 165.080 requires a 35' setback from the ordinary high water line. The revised master plan now indicates both the upland buffer and setback.

The applicant is requesting a maximum building coverage from 30% to 75% for 40' lots and a maximum of 65% for 60' lots. The applicant is also requesting that the minimum lot width be based on the front setback line rather than the front property line along the roadway.

Comprehensive Plan Compliance

The proposed amendment complies with the following policies:

FLU Policy 1-1.2: Density and Intensity Standards.
FLU Policy 1-1.5: Multiple-Family Low Density
FLU Policy 1-2.1: Promote Orderly, Compact Growth
FLU Policy 1-3.1: Planned Unit Development

Recommendation

Please submit school concurrency letter upon receipt from Lake County Schools.



VIA EMAIL echurch@fruitlandpark.org

February 5, 2025

Emily Church
Office Assistant
City of Fruitland Park
506 W. Berckman St.
Fruitland Park, FL 34731

RE: CR 468 SUBDIVISION (AVO 043866.148)

Dear Ms. Church:

Per your email request dated February 4, 2025, I have reviewed the documents which were included in the drop box for the above referenced project. Based on my review, I have no further comments.

Should you have any questions, please feel free to contact our office at 352-343-8481.

Sincerely,

HALFF

A handwritten signature in blue ink, appearing to read "BT", is positioned above the typed name.

Brett J. Tobias, P.E.
Team Leader
btobias@halff.com

BJT:ab

ORDINANCE 2025-011

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 32.03 ± 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.

WHEREAS, a petition has been submitted by Jason Monroe Lee on behalf of Burgland Capital, LLC, as Applicant, on behalf of William Kent Stokes Trust, Owner, requesting that approximately 32.03 ± acres of real property generally located west of CR 468 and south of Myrtle Lake Ave. (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, 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, the Property is contiguous to the City limits and is reasonably compact; and

WHEREAS, the City Commission has determined that the area proposed for annexation meets the requirements of §171.044, Florida Statutes; 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 32.03 acres of land generally located west of CR 468 and south of Myrtle Lake Ave., 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. 1288843 and 1289912

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. It shall further be submitted to the Office of Economic and Demographic Research within 30 days of approval along with a statement specifying the population census effect and the affected land area. F.S. 171.091, Florida Statutes.

Section 3. 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 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. 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 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 _____, 2024.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, CMC, City Clerk

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____
Passed Second Reading _____

(SEAL)

EXHIBIT 'A'

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.

ORDINANCE 2025-012

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 MULTI-FAMILY HIGH DENSITY OF 32.03 +/- ACRES OF PROPERTY GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF LAKE MYRTLE 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 submitted by Jason Monroe Lee on behalf of Burgland Capital, LLC, as Applicant, on behalf of William Kent Stokes Trust, Owner, requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation of "Multi-Family High 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 32.03 ± acres generally located west of CR 468 and south of Lake Myrtle Ave. as described and depicted as set forth on Exhibit "A" shall be assigned a land use designation of Multi-Family High 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. 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 Department of Economic Opportunity.

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 _____, 2024.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, CMC, 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 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

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 Multiple Family Low 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 ____ day of ____ 2025.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Gwen Johns, City Clerk

Anita Geraci-Carver, City Attorney

(SEAL)

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

Passed First Reading : _____

Passed Second Reading: _____

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

Master Development Agreement

THIS MASTER DEVELOPMENT AGREEMENT ("Agreement") entered and made as of the ____ day of _____ 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 Burgland 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 135 single-family homes.
3. The Property has a future land use designation of "Multi-Family High 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 January 27, 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 4.27 unit per acre and the maximum density shall not exceed 135 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 4.27 unit per acre and the maximum density shall not exceed 135 units.

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

- A. Single Family Detached Dwelling Units: 135.
 - i. 40’ x 120’ Lots – may not be located along northern, western or southern boundaries of the Property
 - ii. 60’ x 120’ Lots
- B. Total Minimum Open Space: 25% (7.91 acres)
- C. Maximum Building Height: 35 feet.
- D. Setbacks:
 - i. 40’ lots (Single-Family):
 - Front: 20 feet
 - Garage: 25 feet
 - Side: 5 feet
 - Corner Side: 20 feet
 - Rear: 20 feet

ii. 60' lots (Single-Family):

Front: 20 feet

Garage: 25 feet

Side: 5 feet

Corner Side: 20 feet

Rear: 20 feet

iii. Perimeter Setback: 10 feet

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

- E. **Minimum Living Area.** 40-ft. single family detached shall have a minimum living area of 1200 square feet and 60-ft. single family detached shall have a minimum living area of 1500 square feet, all under heat and air, and fully enclosed.
- F. **Minimum Lot Width.** A maximum of 97 single family detached lots within the development shall have a minimum lot width of forty feet (40'). A minimum of 38 lots single family detached lots within the development shall have a minimum lot width of sixty feet (60').
- 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 40' wide lots shall be 4800 square feet. The minimum lot area for 60' wide lots shall be 7200 square feet.
- I. **Maximum Building Coverage.** The maximum building coverage shall be 30%.
- J. **Maximum Impervious Surface Ratio.** 70%
- 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.** On less 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. 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.-
- D. 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
- 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. 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.

- F. 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. 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
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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,**

Witness Signature

Print Name
Address: _____

Witness Signature

Print Name
Address" _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____ 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 _____ as identification.

Notary Public, State of Florida
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

**BURGLAND CAPITAL, LLC, a Florida
limited liability company,**

Witness Signature

Print Name

Address: _____

Signature

Jason Monroe Lee, Manager

Witness Signature

Print Name

Address" _____

Signature

Franciscus Bombeeck, Manager

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____ 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.

Notary Public, State of Florida

Printed Name: _____

Commission No.: _____

My Commission Expires: _____

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, City Attorney

By:

Chris Cheshire, Mayor

Date:

Attest:_____

Gwen Johns, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

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

Notary Public, State of Florida

Printed Name:_____

Commission No.:_____

My Commission Expires:_____

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.

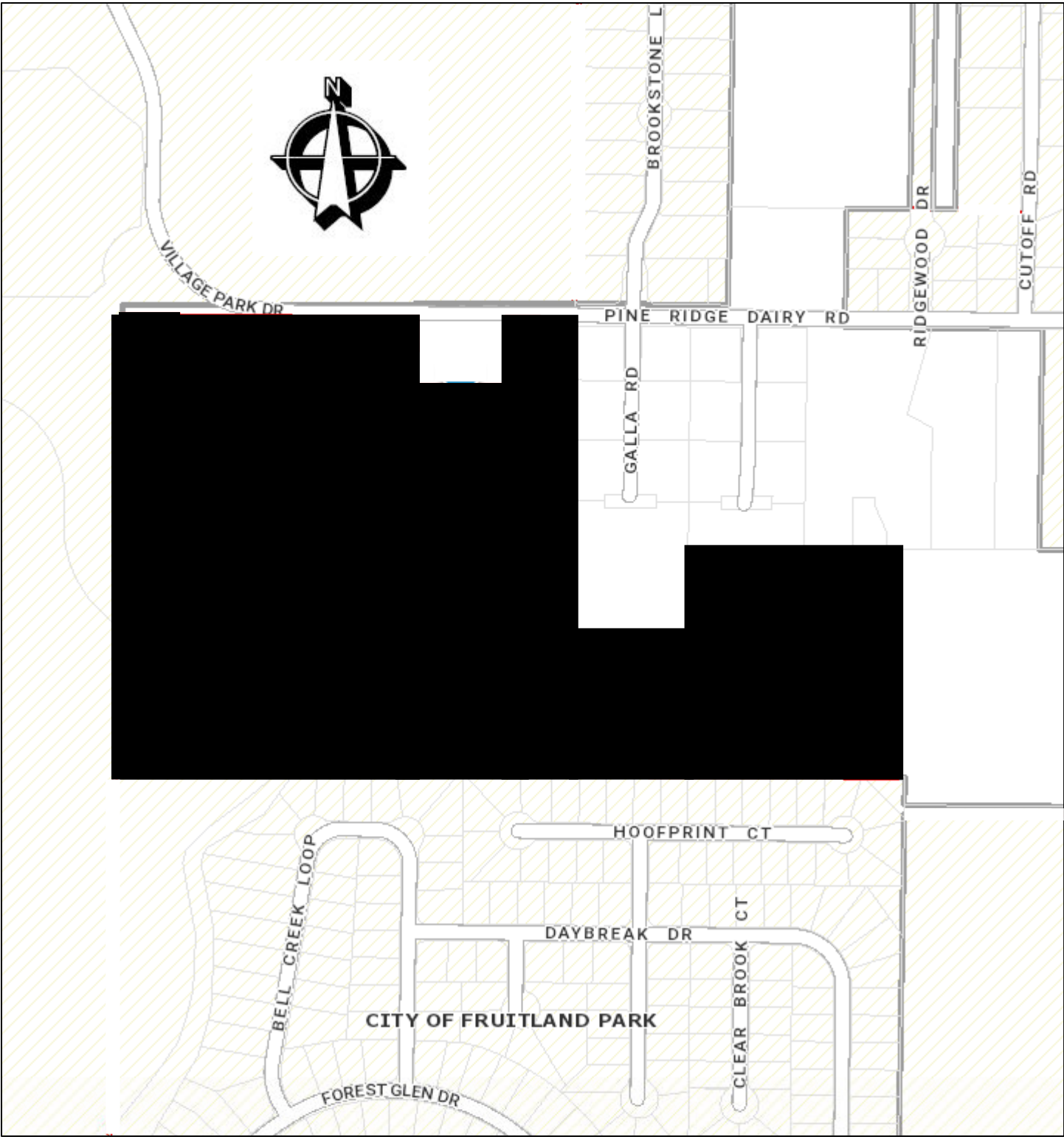
Parcel 2:

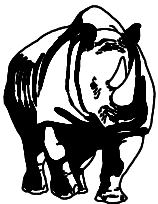
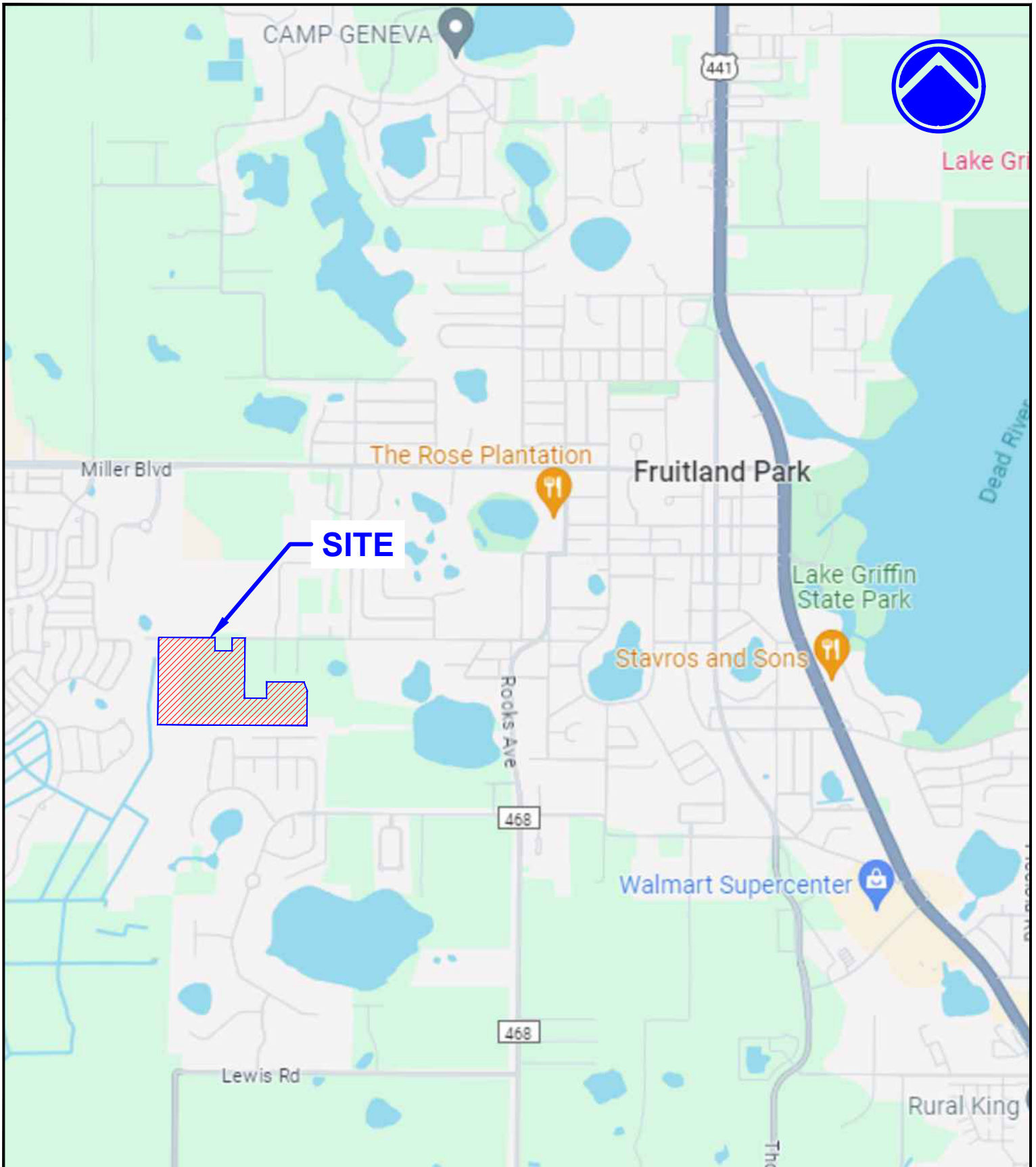
Begin at the Northwest corner of Section 16, Township 19 South, Range 24 East, run East 617.2 Feet, thence south 62°26' West to the Section line, thence North to the point of beginning.

EXHIBIT "B" TO MDA

Master Plan CR 468 Subdivision

prepared by Appian Engineering LLC dated January 27, 2025





MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 * (407) 629-8330

JOB NO. 23213

SEC. 5 & 8, TWP. 19S, RANGE 24E

DRAWN BY: LB

APPROVED BY: BSB

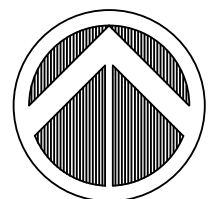
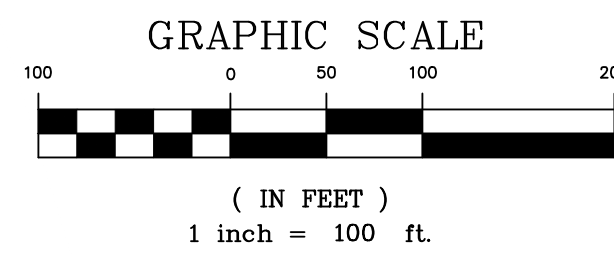
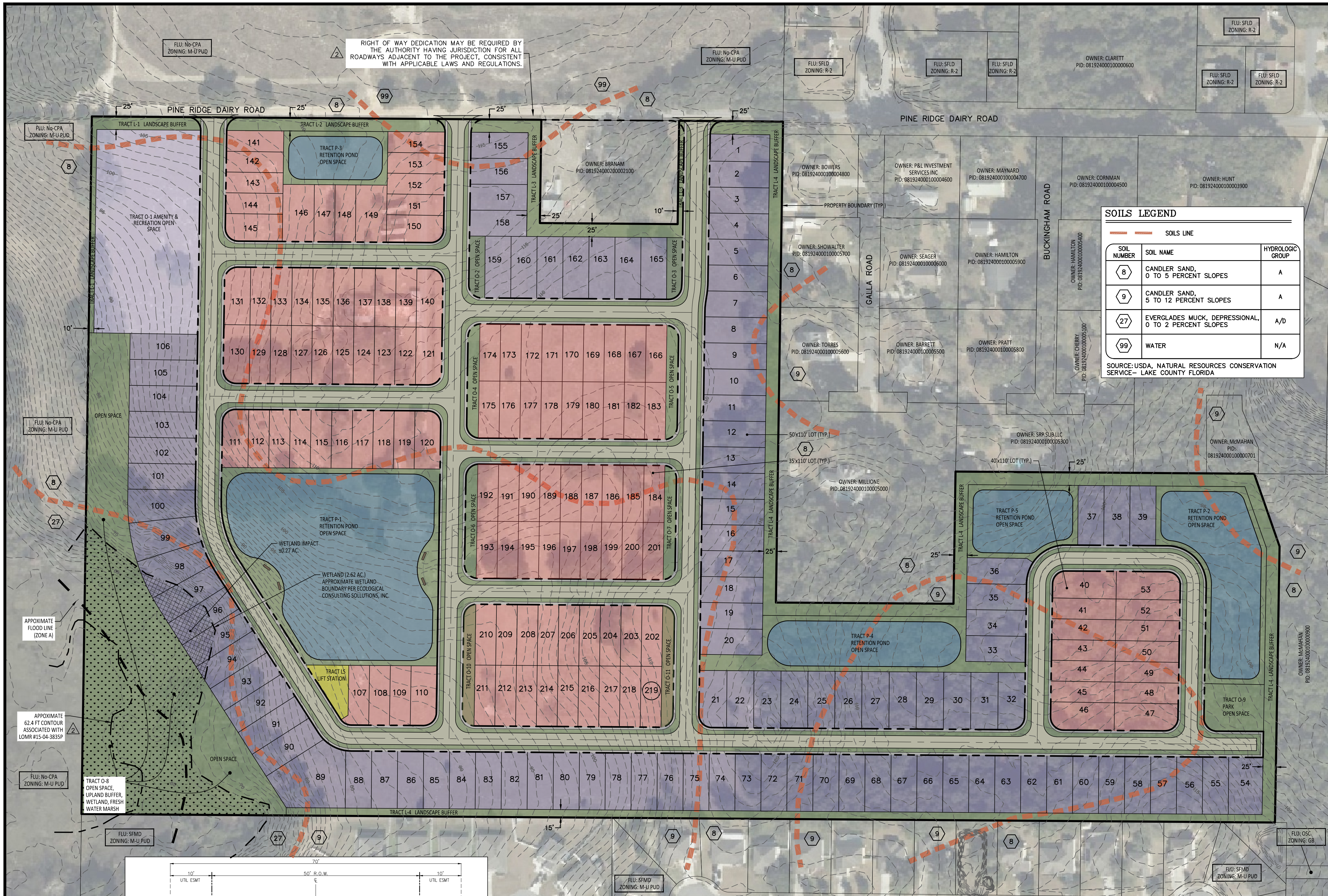
DATE: 02/01/2024

Scale: 1" = 2000'

PINE RIDGE DAIRY ROAD

LOCATION MAP

GOOGLE MAPS

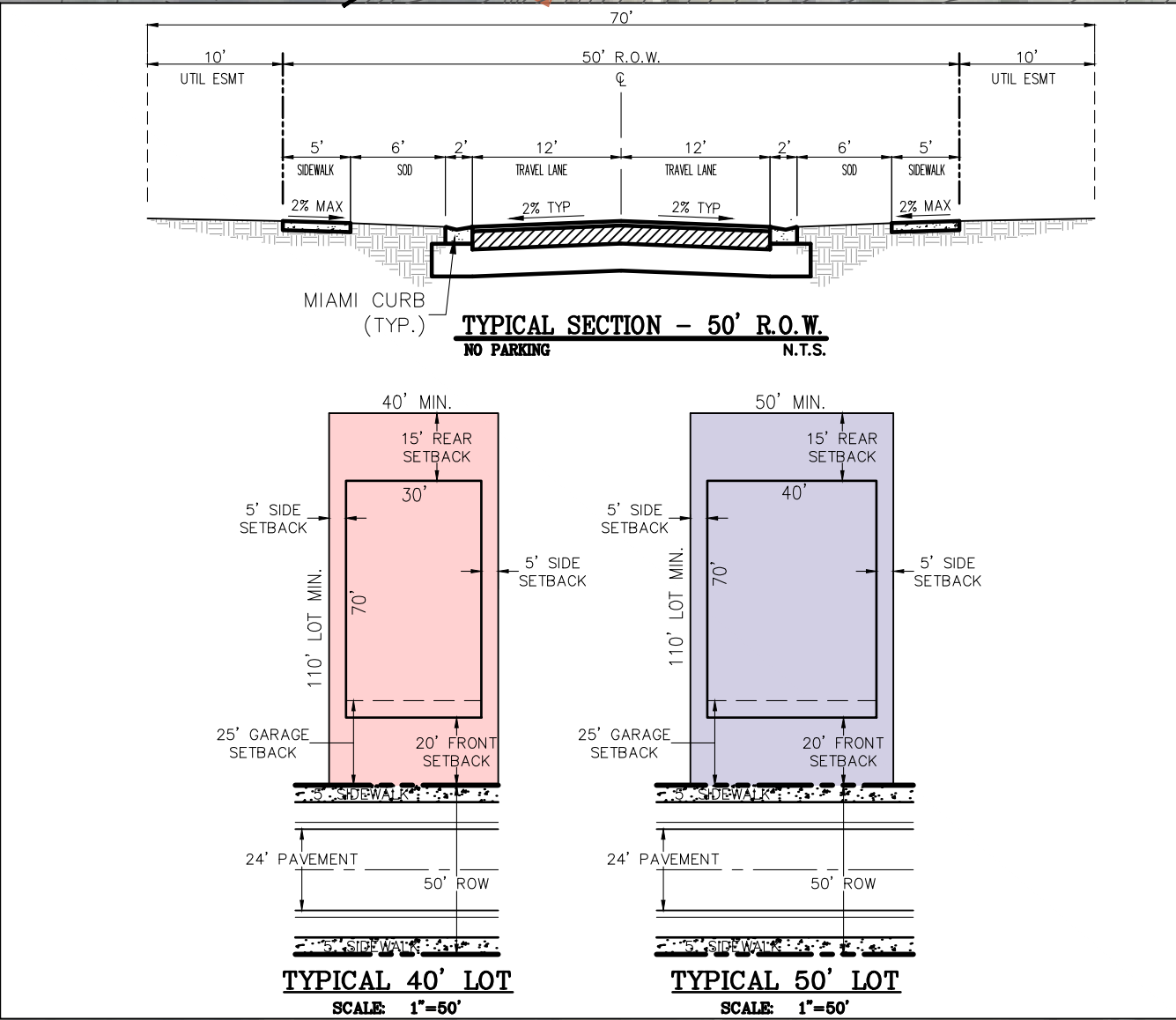


PROJECT DATA:

- TOTAL AREA: 52.52 AC
- Parcel ID's: 081924000200002000
Description: W 1/2 of SE 1/4 of NW 1/4 and SE 1/4 of SE 1/4 of NW 1/4 of Section 8, Township 19 South, Range 24 East, SUBJECT to reservation of 15 feet along all Section and half-section lines for right-of-way as reserved in deed recorded in Deed Book 159, Page 27, Public Records of Lake County, Florida.
081924000100003800
Description: The West 967 feet of the South 1/4 of the Northeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida. LESS AND EXCEPT Beginning at the Northeast corner of the above described property run South 0°24'03" West 140 feet; thence run North 191°7'38" W West 148.36 feet to the North line of the above described property; thence run South 89°57'56" East along the North line 50 feet to the Point of Beginning.
081924000200002101
Description: The South one-half (S1/2) of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida.
081924000200002102
Description: The North 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 8, Township 19 South, Range 24 East, in Lake County, Florida, less the West 285.30 feet of the East 465.30 feet of the North 198.96 feet thereof.
- ZONING: EXISTING: A
PROPOSED: PUD
- FUTURE LAND USE: EXISTING: URBAN LOW / URBAN MEDIUM
PROPOSED: MFLD
- NUMBER OF LOTS: 219 UNITS
40' LOTS: 116 UNITS
50' LOTS: 103 UNITS
- DENSITY: 219 UNITS / 52.52 AC. = 4.17 DU/AC
- OPEN SPACE REQUIRED: 20%
OPEN SPACE PROVIDED: 30.60% (16.07 AC)
(LANDSCAPE BUFFERS + OPEN SPACE + RECREATION + PONDS + POST DEV. WETLANDS + EXISTING MARSH)
- MAXIMUM BUILDING HEIGHT: 35'
- SINGLE FAMILY LOT - BUILDING SETBACKS:
FRONT 20'
REAR 15'
SIDE STREET 15'
SIDE 5'
GARAGE 25'
- PERIMETER BUFFERS
NORTH 25'
SOUTH 15'
EAST 25'
WEST 10'
- ON-SITE SANITARY SEWER INFRASTRUCTURE WILL BE PRIVATELY OWNED.
- STORMWATER PER SJRWMD & CITY OF FRUITLAND PARK REQUIREMENTS WILL BE MET.
- MINIMUM LOT WIDTH = 40'
- MINIMUM LOT DEPTH = 110'
- SINGLE FAMILY MINIMUM LOT SIZE = 4,400 SQFT
- SINGLE FAMILY MINIMUM FLOOR AREA = 900 SQFT
- MAXIMUM LOT COVERAGE = 85% (LOT AREA)
- ALL COMMON AREAS TO BE MAINTAINED BY A HOME OWNERS ASSOCIATION
- THIS PROJECT MAY BE BUILT IN TWO PHASES. PHASE LINES WILL BE DETERMINED WITH CONSTRUCTION PLANS.
- PARKING:
1 GARAGE SPACES PER DWELLING = 219 SPACES
2 DRIVEWAY SPACES PER DWELLING = 438 SPACES
TOTAL SPACES = 657 SPACES
- THE SITE SHALL HAVE SUFFICIENT ACCESS FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES AS DETERMINED BY THE APPLICABLE AUTHORITY HAVING JURISDICTION.
- ON-SITE CONSTRUCTION SHALL NOT COMMENCE UNTIL ACCESS TO THE PROPERTY IS IDENTIFIED AND APPROVED AS ACCEPTABLE BY ALL APPLICABLE AUTHORITIES HAVING JURISDICTION, INCLUDING BUT NOT LIMITED TO: THE CITY OF FRUITLAND PARK AND LAKE COUNTY.
- DEVELOPER RESPONSIBLE FOR THE COST OF CONSTRUCTION FOR ANY SANITARY SEWER AND WATER MAIN IMPROVEMENTS TO EXTEND SERVICE TO THE SUBDIVISION UNLESS A WRITTEN EXECUTED AGREEMENT DETAILING FINANCIAL RESPONSIBILITIES IS OBTAINED.

SCHOOL DEMANDS

AGE	UNITS	RATE	CHILDREN
ELEMENTARY	219	0.140	31
MIDDLE	219	0.072	16
HIGH	219	0.100	22
TOTAL			69



FIRE FLOW DEMAND CALCULATIONS:

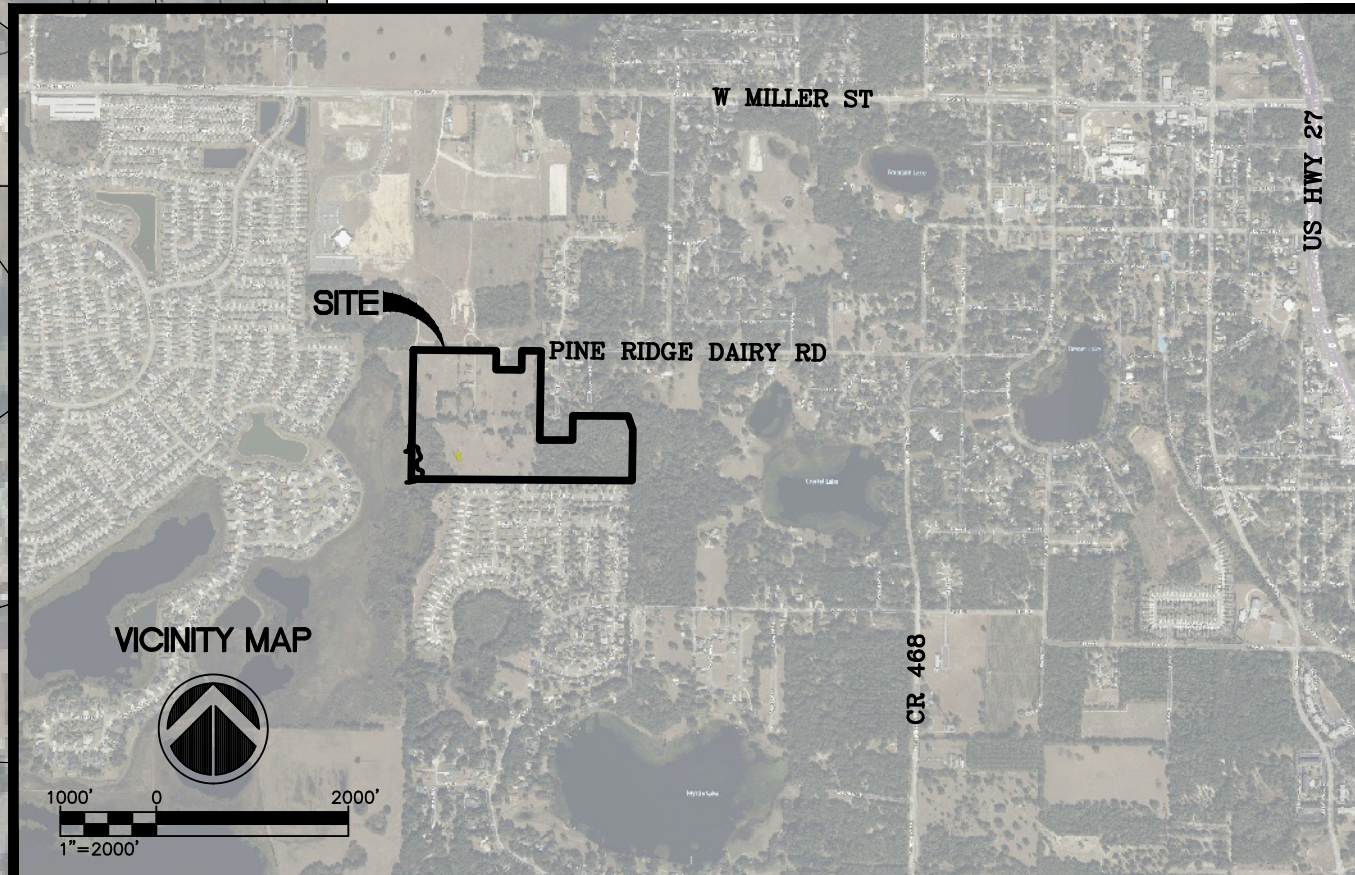
NEEDED FIRE FLOW FOR SINGLE FAMILY DWELLINGS SHALL BE AS FOLLOWS:
HOMES 5,000SF OR LESS SHALL PROVIDE 1,000 GPM FOR 1 HOUR.
HOMES EXCEEDING 5,000SF SHALL PROVIDE FIRE FLOW IN ACCORDANCE WITH TABLE 18.4.5.2.1, FLORIDA 2015
NEEDED FIRE FLOW = 1,000 GPM

ITE CODE	LAND USE	# OF UNITS	TRAFFIC GENERATION			
			DAILY		PM PEAK HOUR	
			RATE	TRIPS	RATE	TOTAL ENTER EXIT
210	SINGLE FAMILY RESIDENTIAL	219	9.38	2,054	0.94	206 130 76

UNIT TYPE	DEMAND PER UNIT ¹ (GPD)	# OF UNITS	FLOW SUMMARY			
			AVG. DAY (GPD)	MAX. DAY (GPM)	AVG. DAY (GPD)	PEAK HOUR ² (GPM)
Single-Family	300	219	65,700	45.63	131,400	91.25
			65,700	45.63	131,400	262,800

UNIT TYPE	DEMAND PER UNIT ¹ (GPD)	# OF UNITS	FLOW SUMMARY			
			AVG. DAY (GPD)	MAX. DAY (GPM)	AVG. DAY (GPD)	PEAK HOUR ² (GPM)
Single-Family	300	219	65,700	45.63	131,400	91.25
			65,700	45.63	131,400	262,800

TRACT ID	DESCRIPTION	OWNERSHIP	MAINT.	AREA (AC)	PERCENTAGE
R-1	R.O.W.	PUBLIC	PUBLIC	9.69	18.45%
L-1	LANDSCAPE BUFFER	HOA	HOA	0.21	0.40%
L-2	LANDSCAPE BUFFER	HOA	HOA	0.24	0.46%
L-3	LANDSCAPE BUFFER	HOA	HOA	0.39	0.74%
L-4	LANDSCAPE BUFFER	HOA	HOA	2.31	4.40%
O-1	AMENITY / OPEN SPACE	HOA	HOA	1.80	3.43%
O-2	OPEN SPACE	HOA	HOA	0.08	0.15%
O-3	OPEN SPACE	HOA	HOA	0.08	0.15%
O-4	OPEN SPACE	HOA	HOA	0.11	0.21%
O-5	OPEN SPACE	HOA	HOA	0.11	0.21%
O-6	OPEN SPACE	HOA	HOA	0.11	0.21%
O-7	OPEN SPACE	HOA	HOA	0.11	0.21%
O-8	OPEN SPACE / UPLAND BUFFER / WETLAND / FRESH WATER MARSH	HOA	HOA	3.42	6.51%
O-9	PARK / OPEN SPACE	HOA	HOA	0.24	0.46%
O-10	OPEN SPACE	HOA	HOA	0.12	0.23%
O-11	OPEN SPACE	HOA	HOA	0.12	0.23%
P-1	RETENTION POND / OPEN SPACE	HOA	HOA	3.16	6.02%
P-2	RETENTION POND / OPEN SPACE	HOA	HOA	1.24	2.36%
P-3	RETENTION POND / OPEN SPACE	HOA	HOA	0.47	0.82%
P-4	RETENTION POND / OPEN SPACE	HOA	HOA	1.10	2.09%
P-5	RETENTION POND / OPEN SPACE	HOA	HOA	0.65	1.24%
LS	LIFT STATION	HOA	HOA	0.11	0.21%
SINGLE FAMILY				26.65	50.74%
TOTAL SITE AREA				52.52	100.00%



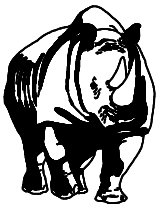
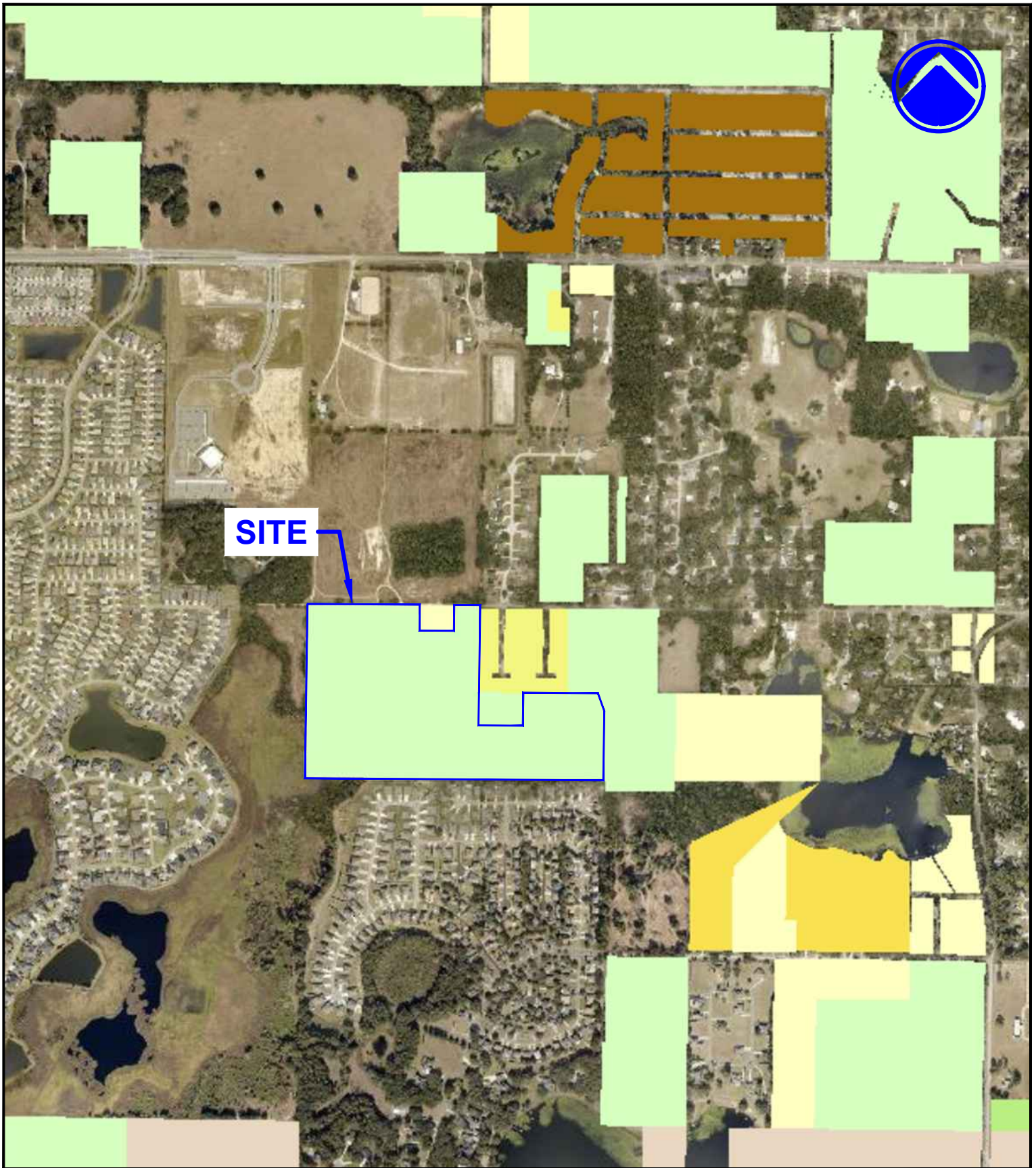
MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

CONCEPT SITE PLAN
FOR
PINE RIDGE DAIRY ROAD
FRUITLAND PARK
FLORIDA

ENGINEER IN CHARGE:
BENJAMIN S. BECKHAM, P.E. #79452
April 8, 2025
CERTIFICATE OF AUTHORIZATION NO. CA-0007723

DATE	REVISIONS
09/16/24	REVISED PER CITY COMMENTS
11/04/24	REVISED PER CITY COMMENTS
01/23/25	AMENITY UPDATE PER CLIENT
04/08/25	REVISED PER CITY COMMENTS
05/07/25	REVISED PER CITY COMMENTS
06/04/25	REVISED PER CITY COMMENTS
07/01/25	REVISED PER CITY COMMENTS
08/01/25	REVISED PER CITY COMMENTS
09/01/25	REVISED PER CITY COMMENTS
10/01/25	REVISED PER CITY COMMENTS
11/01/25	REVISED PER CITY COMMENTS

JOB # 23213
DATE: 07/01/24
SCALE: 1" = 100'
DESIGNED BY: CHM
DRAWN BY: RUS
APPROVED BY: BSB



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

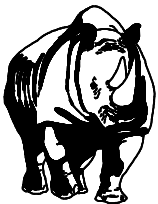
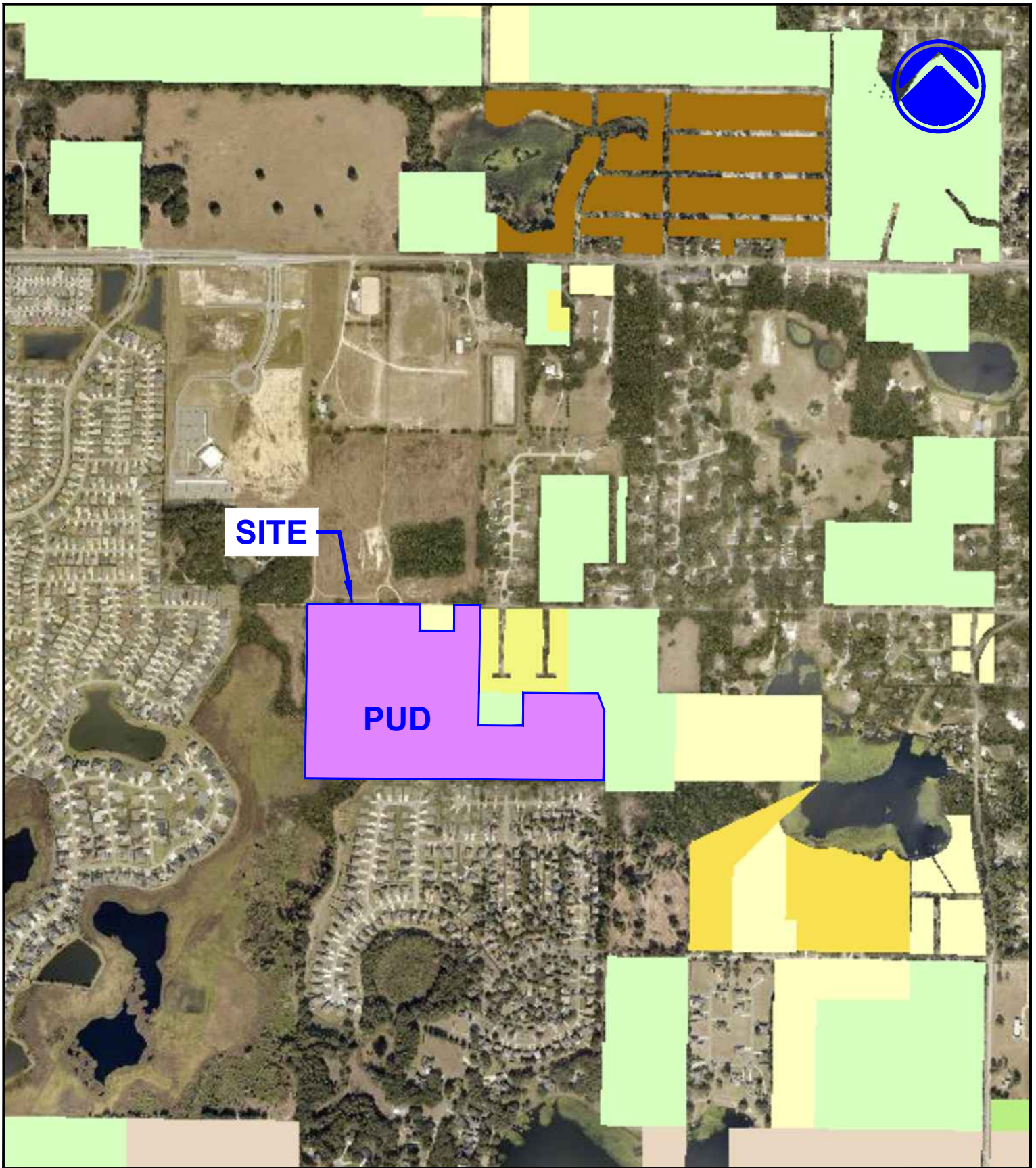
431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 * (407) 629-8330

JOB NO.	23213
SEC. 5 & 8, TWP. 19S, RANGE 24E	
DRAWN BY:	LB
APPROVED BY:	BSB
DATE:	02/01/2024
Scale:	1" = 1000'

PINE RIDGE DAIRY ROAD

EXISTING
ZONING MAP

GIS.LAKECOUNTYFL.GOV



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CIVIL ENGINEERS

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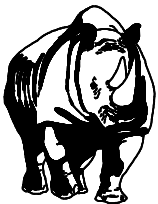
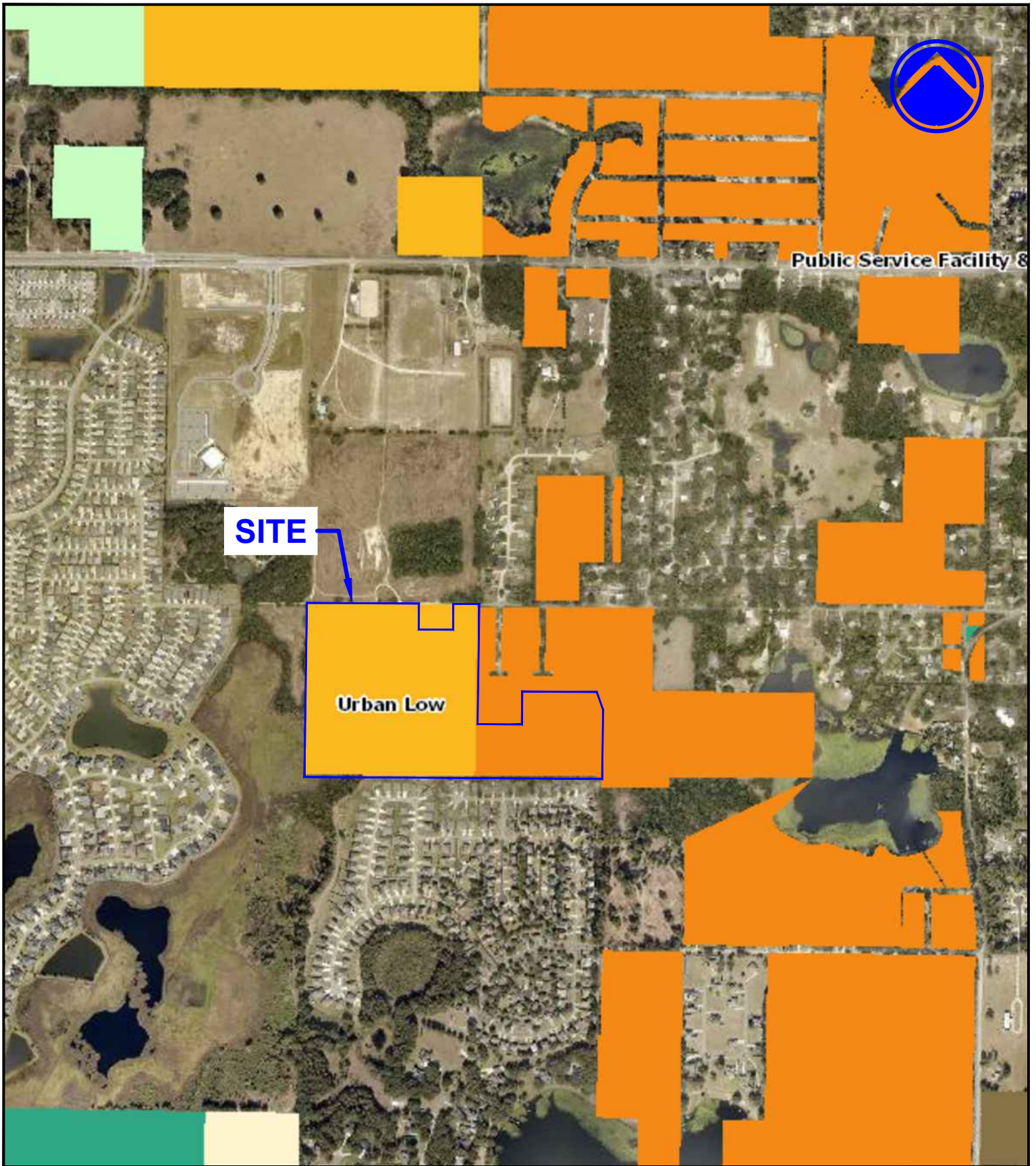
DATE: 02/01/2024

Scale: 1" = 1000'

PINE RIDGE DAIRY ROAD

PROPOSED
ZONING MAP

GIS.LAKECOUNTYFL.GOV



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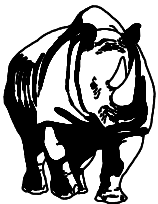
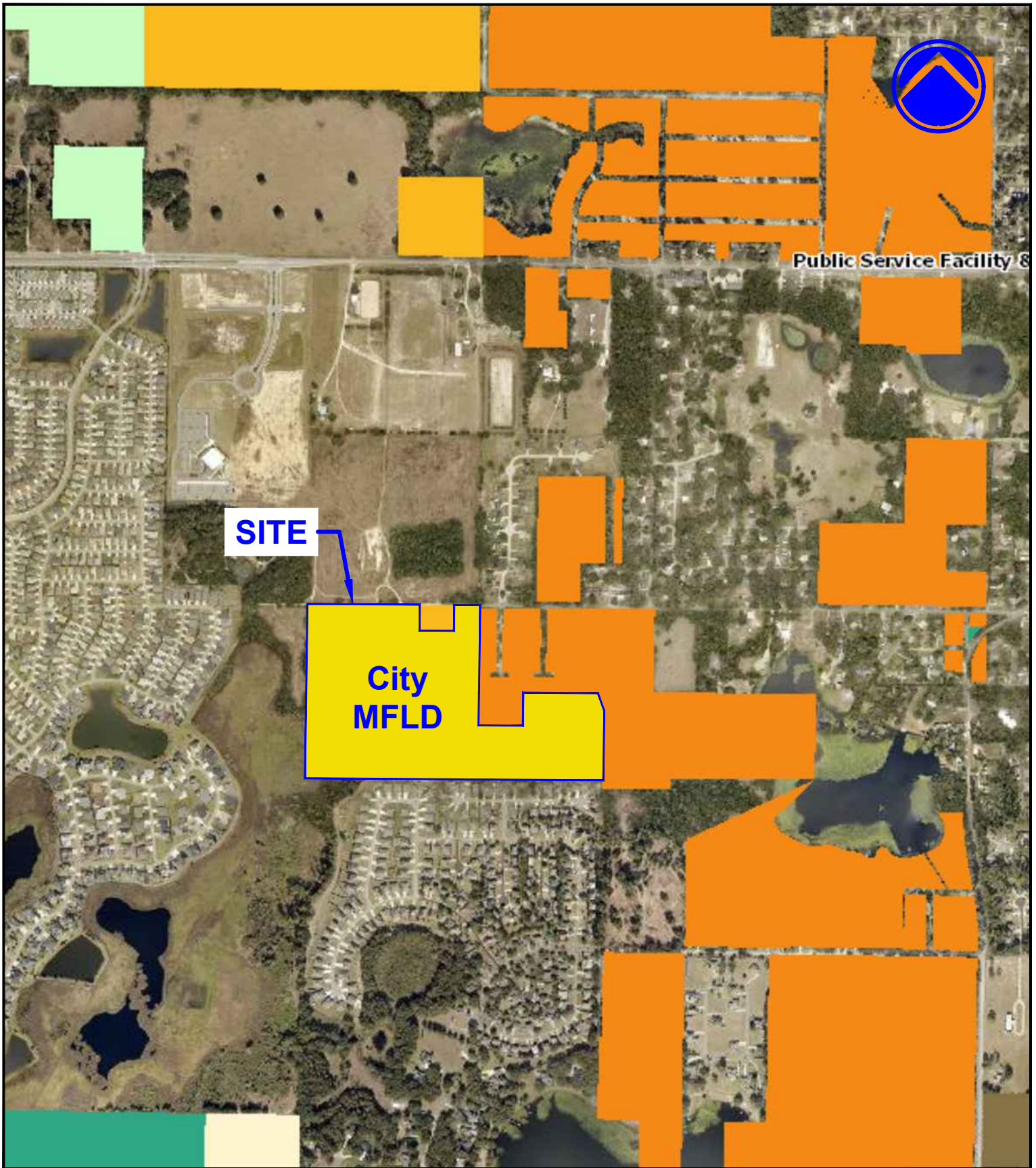
DATE: 02/01/2024

Scale: 1" = 1000'

PINE RIDGE DAIRY ROAD

EXISTING
FUTURE LAND USE MAP

GIS.LAKECOUNTYFL.GOV



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 * (407) 629-8330

JOB NO. 23213

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DRAWN BY: LB

APPROVED BY: BSB

DATE: 02/01/2024

Scale: 1" = 1000'

PINE RIDGE DAIRY ROAD

PROPOSED
FUTURE LAND USE MAP

GIS.LAKECOUNTYFL.GOV

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

ANNEXATION, LSCPA, AND REZONING

Owner: Pine Ridge Park, LP

Applicant: Peterson & Meyers, PA

General Location: South of Pine Ridge Dairy Road and west of Brookstone Lane

Number of Acres: 52.52 ± acres

Existing Zoning: Agriculture

Proposed Zoning: PUD

Existing Land Use: Urban Low Density (4 units/acre) and Urban Medium Density (7 units/acre)

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

Date: September 24, 2024

Description of Project

The applicant is requesting annexation, a large-scale comp plan amendment, and a rezoning to receive city services and develop a proposed 228-unit single family subdivision with lots ranging in widths from 35' to 50' at a proposed density of 4.3 units/acre. Minimum lot sizes range from 3,850 SF (82 lots), 4,400 SF (42 lots), and 5,500 SF (103 lots). A 3.19 acre amenity/open space tract is proposed. Proposed amenities include clubhouse, pool, dog park, BBQ area, putting green, pickleball courts and bocci court.

	Surrounding Zoning	Surrounding Land Use
North	Mixed Use PUD	Mixed Use (6 units/acre)
South	PUD	Single Family Medium Density (4 units/acre)
East	R-2 and Agriculture	Urban Medium Density (7 units/acre)
West	Mixed Use PUD	Mixed Use (6 units/acre)

Assessment

Application

It is unclear if the proposed development is a 55+ community or will be market driven. Data submitted indicated that it is anticipated buyers are 55+ residents seeking highly amenitized project with minimal low lot maintenance-people seeking socialization and relationship building with other residents of the neighborhood. Proposed amenities include clubhouse, pool, dog park, BBQ area, putting green, pickleball courts and bocci court.

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 indicated that the proposed amendment is consistent with the comprehensive plan as outlined below:

Objectives 4-5: Minimize Urban Sprawl and 4-13: Maximize Use of Existing Facilities and Minimize Urban Sprawl indicating that the development of the site would be required to connect to City water and sewer facilities. Please see attached analysis provided by the applicant; however, the applicant needs to provide the urban sprawl analysis as outlined in the Florida Statutes Chapter 163.3177. It is also unclear how the proposed amendment is consistent with FLU Policy 1-2.2 regarding transition of densities. The property to the south is SFMD which allows 4 units/acre and properties to the north and east which are Mixed Community which allows 6 units/acre; however, the applicant is seeking MFLD which allows 8 units/acre. Staff understands that the actual density proposed based on the concept plan is 4.32 units/acre. The proposed policy specific amendment would limit density to 4.76 units/acre.

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

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

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.

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 Urban Medium (7 units/net acre) and Urban Low Density (4 units/net acre) and the proposed amendment to City MFLD (8 units/acre).

Annexation

The subject site is adjacent to the City limits along the northern, southern, and eastern property boundaries and is eligible for voluntary annexation. The proposed annexation would be considered infill development. 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 52.52 ± acres and is located south of Pine Ridge Dairy Road and west of Brookstone Lane. For comprehensive plan purposes a maximum development scenario was utilized.

The site is designated as Urban Low Density (39.69 acres of which approximately 2.62 acres are designated as wetlands) and Urban Medium Density (12.83 acres) on the Lake County Future Land Use Map and it is proposed to designate the site as City of Fruitland Park Multi-Family Medium Density. Under the Lake County Urban Low Density future land use the property could have been developed at a maximum development scenario of 4 units/net acre pursuant to Lake County FLU Policy 1-1.3.2 which results in 136 units. The 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 90 units. The maximum development scenario results in 226 units.

Under the proposed Multi-Family Low Density land use (8 units/acre) the property could be developed at a maximum development scenario of 420 units pursuant to FLU Policies 1-1.2 and 1-1.5; however, the proposed Planned Unit Development (PUD) zoning limits development to 227 units which results in a proposed gross density of 4.32 units/acre.

The applicant is requesting a policy specific amendment to limit development to 250 residential units which would result in a gross density of 4.76 units/acre. Should the City Commission approve limiting the amendment to 250 residential units, staff would recommend the following proposed policy amendment:

Policy 1-11.1: Pine Ridge Dairy Road PUD. The City of Fruitland Park will enforce development standards on the Pine Ridge Dairy Road property in order to ensure coordination of public facilities, including

transportation demand. 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 Amendment parcel shall be developed under the zoning classification of Residential Planned Unit Development (RPUD) to address maximum intensity standards, site design, setbacks, buffering and access issues.*
- *Residential development shall be limited to 250 single family units.*
- *Thirty percent (30%) open space shall be provided. Any retention ponds utilized for open space shall be suitably improved to provide common open space.*
- *Development is required to be served by central potable water and central sanitary sewer facilities.*

The proposed policy specific comprehensive plan text amendment results in an increase of 24 units.

The property to the northern and western within the city limits is designated as Mixed Community (6 units/acre), property to the south within the city limits is designated as SF medium density (4 units/acre), and the property to the east is designated as Urban Medium Density (7 units/acre).

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.

School Impact Analysis – Data submitted by the applicant was based on 210 units instead of the 227 units requested. Results based on the 210 units indicate sufficient capacity in the elementary and middle schools; however, proportionate share mitigation would be required for high school. The applicant will submit the revised school analysis.

Traffic Impact Analysis – The traffic impact analysis submitted was based on 250 single family units. The results indicate the proposed development would generate 2,344 daily trips, of which 171 AM peak hour trips and 235 PM peak hour trips. There is a recommendation of an access improvement to install a 250-foot westbound left turn deceleration lane on Pine Ridge Dairy Road at project access driveway C.

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 and a maximum unit count of 250 is 603. The estimated water usage is 0.10 mgpd.

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 .29 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 0.19 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 355,000 gallons per day (0.355 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 and a maximum unit count of 250 is 603. The estimated sanitary sewer usage is 0.073 mgd. The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining capacity of 0.282 mgd.

Environmental Analysis – An environmental assessment was conducted by Ecological Consulting Services, Inc. (Appendix A). There are approximately 2.62 acres of wetlands designated as a freshwater marsh on the subject site. Results of the assessment indicate the presence of one (1) protected species, the gopher tortoises. Prior to development, the appropriate regulatory permits will be required.

Rezoning

The subject property is currently zoned Agriculture in Lake County and the proposed City zoning is Planned Unit Development (PUD) for the development of a 227-unit subdivision. The proposed zoning is compatible with the adjacent lands. The properties to the north, south and west are zoned PUD. The property to the east is zoned Lake County R-2 and Agriculture.

Concept Plan

The concept plan identifies 227 single family units consisting of the following:

82 units of 35' x 110' (3,850 SF) lots
42 units of 40' x 110' (4,400 SF) lots
103 units of 50' x 110' (5,500 SF) lots

The applicant indicates that the proposed development would serve as a gradual transition between existing single family detached (larger lots) and smaller lots/more intensive development. The applicant indicates that compatibility does not require lots to be of the same size. Single family detached residential dwelling units are generally considered compatible to one another in most jurisdictions. The project will include landscape buffers as indicated on the concept plan.

Staff reviewed adjacent developments. The development to the south is known as The Glen whose lot sizes are approximately 11,200 SF; existing lots to the east are approximately 24,000 SF (1/2 acre); the proposed mixed use development known as Westminster Pine Ridge to the

north across Pine Ridge Dairy Road which has a minimum lot size of 4,000 SF and a minimum lot width of 40', and The Villages of Fruitland Park have a minimum lot size of 3,500 SF and a minimum lot width of 40' for villas and a minimum lot size of 5,400 SF and a minimum lot width of 60' for single family detached homes. The proposed lots sizes and lot widths are significantly less than the existing development to the south and east.

The proposed setbacks are as follows:

Front – 20'

Garage – 25'

Side – 5'

Rear – 15'

The proposed minimum floor area for the homes is 900 SF. The applicant indicates that they will provide elevations of the proposed homes during the TRC meeting.

The concept plan identifies a 25' landscape buffer along the northern and eastern property boundaries. The proposed buffer along the southern boundary adjacent to the Glen development is 15'. The proposed buffer along the eastern boundary is 10'. The proposed development plan along this area indicates this area is developed as an amenity tract, open space, and wetlands.

Historically, planned unit developments provide for 25' perimeter buffers. The applicant indicates that the type of buffer and a cross section of proposed plantings will be provided at the TRC meeting. The applicant indicates that the proposed buffers mitigate the adjacent land uses and zoning.

Chapter 154 requires a minimum of 20% of common open space of which portions should be suitably improved to meet the recreational needs of the community. The plan indicates that the applicant is offering 30.33% open space and includes the proposed stormwater ponds. If the stormwater pond is to be utilized as open space, it will need to be enhanced (include trails or other beneficial features for the proposed residents). Otherwise, total open space less the retention/stormwater ponds (6.63 acres) equates to 9.3 acres or 18% which is less than the required 20%.

Comprehensive Plan Compliance

The applicant indicates that the subject amendment is consistent with the following Comprehensive Plan policies.

FLU Objective 4-5: Minimize Urban Sprawl

FLU Objective 4-13: Maximize Use of Existing Facilities and Minimize Urban Sprawl

- FLU Objective 1-2:** Discourage Urban Sprawl
- FLU Policy 1-2.1:** Promote Orderly, Compact Growth
- FLU Policy 1-2.2:** New Development
- FLU Policy 1-1.5:** Multiple-Family Low Density

The applicant submitted the following regarding that the proposed amendment discourages the proliferation of urban sprawl:

Analysis.

The request would concentrate economic growth where infrastructure is available adjacent to existing development to protect natural resources and reduce the need for expansive development in undeveloped areas (preserving and protecting natural ecosystems and resources). The proposed development would meet all necessary state and governmental requirements for resource protection and would be utilizing centralized water and wastewater (not septic). Infrastructure is available to serve the project in close proximity, speaking to efficiency. Proposed development contemplates a different type of residential development targeting a different market in the City. Agricultural uses in areas less appropriate for development can be preserved for longer periods by providing units to address demand in appropriate areas (like this site). Open Space and recreation

areas are provided within the development, paying particular attention to environmentally sensitive areas. The City's Comp. Plan identifies the need for residential units to accommodate anticipated growth. The proposed development discourages the proliferation of urban sprawl based on an analysis of the provisions within Fla. Stat. §163.3177.

Recommendation

Staff recommends that should the rezoning be approved, the developer's agreement contain requirements that if the retention/stormwater ponds are utilized for common open space that they be suitable improved. Please submit the school concurrency determination issued by Lake County Schools.

From: [Brett Tobias](#)
To: [Sharon Williams](#); [Amy Bowens](#); [Cecily Barnes](#); [Emma Booth](#)
Cc: [Emily Church](#)
Subject: RE: Presentation for TRC--Pine Ridge Dairy Subdivision
Date: Monday, January 20, 2025 1:20:50 PM

Sharon,

I have no comments from these revisions.



Brett Tobias, PE
Land Development / Public Works Team Leader

Halff
O: 352.557.9225
E: btobias@halff.com

*We improve lives and communities
by turning ideas into reality.*

From: Sharon Williams <swilliams@fruitlandpark.org>
Sent: Friday, January 17, 2025 11:25 AM
To: Amy Bowens <aBowens@halff.com>; 'Anita Geraci' <anita@agclaw.net>; Brett Tobias <btobias@halff.com>; Cecily Barnes <cbarnes@halff.com>; 'Corey Goepfert' <corey.goepfert@leesburgflorida.gov>; dannybassco@hotmail.com; Duane Booth <dbooth@halff.com>; Emma Booth <ebooth@halff.com>; 'Heather Croney' <CroneyH@lake.k12.fl.us>; 'Helen Lavalley' <LavalleyH@lake.k12.fl.us>; Henry E. Rains <hrains@fruitlandpark.org>; Karen Manila <kmanila@fruitlandpark.org>; Lori Davis <ldavis@fruitlandpark.org>; 'Michael Rankin' <michaelr@lpgurp.com>; Michael Rankin <mrankin@fruitlandpark.org>; Robb Dicus <rdicus@fruitlandpark.org>; 'Seth Lynch' <seth.lynch@lakecountyfl.gov>; Sharon Williams <swilliams@fruitlandpark.org>; 'Sherie Lindh' <Sherie@lpgurp.com>; 'Steve Davis' <steve.davis@leesburgflorida.gov>; 'Tracy Garcia' <tgarcia@lakecountyfl.gov>; 'Wayne Williams' <Wayne.Williams@leesburgflorida.gov>
Cc: Emily Church <echurch@fruitlandpark.org>
Subject: Presentation for TRC--Pine Ridge Dairy Subdivision

Good morning TRC members,

Please see the attached revised site plan (and applicant email below) for the subject proposed. Upon review, please forward comments, even if "no comments", at your earliest convenience but, not later than 1/28/25.

Should you have any questions in this regard, please feel free to contact me or Emily Church at the email address and/or phone number contained herein.

Respectfully,



Sharon Williams

Administrative Manager

COMMUNITY DEVELOPMENT DEPARTMENT

CITY OF FRUITLAND PARK

506 W BERCKMAN ST, FRUITLAND PARK, FL 34731 P: (352) 360-6727 | F: (352) 360-6652

swilliams@fruitlandpark.org | www.fruitlandpark.org

NOTE: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

ORDINANCE 2025-008

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 52.66± ACRES OF LAND GENERALLY LOCATED SOUTH OF PINE RIDGE DAIRY ROAD AND WEST OF U.S. HIGHWAY 27/441; 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.

WHEREAS, a petition has been submitted Shelton T. Rice, Esq., Peterson & Myers, P.A., as Applicant on behalf of the Owner, Pine Ridge Park LP requesting that approximately 52.66 ± acres of real property generally located south of Pine Ridge Dairy Road and west of U.S. Highway 27/441 (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, 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, the Property is contiguous to the City limits and is reasonably compact; and

WHEREAS, the City Commission has determined that the area proposed for annexation meets the requirements of §171.044, Florida Statutes; 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 52.66 acres of land generally located south of Pine Ridge Dairy Road and west of U.S. Highway 27/441, 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 attached Exhibit A

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. It shall further be submitted to the Office of Economic and Demographic Research within 30 days of approval along with a statement specifying the population census effect and the affected land area. F.S. 171.091, Florida Statutes.

Section 3. 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 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. 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 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 _____, 2024.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, CMC, City Clerk

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____
Passed Second Reading _____

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

W $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, SUBJECT to reservation of 15 feet along all Section and half-section lines for right-of-way as reserved in deed recorded in Deed Book 159, Page 27, Public Records of Lake County, Florida.

PARCEL 2:

The South one-half (S1/2) of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida.

PARCEL 3:

The West 967 feet of the South $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, Lake County, Florida. LESS AND EXCEPT Beginning at the Northeast corner of the above described property run South $0^{\circ} 24' 03''$ West 140 feet; thence run North $19^{\circ} 17' 38''$ W, West 148.36 feet to the North line of the above described property; thence run South $89^{\circ} 57' 56''$ East along the North line 50 feet to the Point of Beginning.

LESS AND EXCEPT: That property described in Warranty Deed recorded in O.R. Book 1233, Page 371, Public Records of Lake County, Florida, described as follows:

That part of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, more particularly described as follows:

The West 342.00 feet of the North 127.37 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida. (Parcel 9-A)

AND

That part of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, Lake County, Florida, more particularly described as follows: The South 127.37 feet of the North 254.74 feet of the West 342.00 feet of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, Lake County, Florida. (Parcel 9-B)

PARCEL 4

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, in Lake County, Florida, less the West 265.30 feet of the East 465.30 feet of the North 198.96 feet thereof.

ORDINANCE 2025-009

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 URBAN LOW AND URBAN MEDIUM TO CITY OF FRUITLAND PARK MULTI-FAMILY LOW DENSITY OF 52.66 +/- ACRES OF PROPERTY GENERALLY LOCATED SOUTH PINE RIDGE DAIRY ROAD, AND WEST OF U.S. HIGHWAY 27/441; 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 Shelton T. Rice, Esq., Peterson & Myers, P.A., as Applicant, on behalf of the Owner, Pine Ridge Park LP, requesting that approximately 52.66 ± 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 large 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.

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 52.66± acres generally located south of Pine Ridge Dairy, and West of Highway 27/441 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.

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. 163.3184 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: Conflicts. 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 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 _____, 2024.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, CMC, 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”

LEGAL DESCRIPTION

PARCEL 1:

W $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, SUBJECT to reservation of 15 feet along all Section and half-section lines for right-of-way as reserved in deed recorded in Deed Book 159, Page 27, Public Records of Lake County, Florida.

PARCEL 2:

The South one-half (S $\frac{1}{2}$) of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, Lake County, Florida.

PARCEL 3:

The West 967 feet of the South $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, Lake County, Florida. LESS AND EXCEPT Beginning at the Northeast corner of the above described property run South 0° 24' 03" West 140 feet; thence run North 19° 17' 38" W, West 148.36 feet to the North line of the above described property; thence run South 89° 57' 56" East along the North line 50 feet to the Point of Beginning.

LESS AND EXCEPT: That property described in Warranty Deed recorded in O.R. Book 1233, Page 371, Public Records of Lake County, Florida, described as follows:

That part of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, Lake County, Florida, more particularly described as follows:

The West 342.00 feet of the North 127.37 feet of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, Lake County, Florida. (Parcel 9-A)

AND

That part of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, Lake County, Florida, more particularly described as follows: The South 127.37 feet of the North 254.74 feet of the West 342.00 feet of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, Lake County, Florida. (Parcel 9-B)

PARCEL 4

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, in Lake County, Florida, less the West 265.30 feet of the East 465.30 feet of the North 198.96 feet thereof.

EXHIBIT “B”

ORDINANCE 2025-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 52.52 +/- ACRES OF PROPERTY FROM LAKE COUNTY AGRICULTURE (A) TO PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED SOUTH OF PINE RIDGE DAIRY ROAD, WEST OF BROOKSTONE LANE AND WEST OF CR 468; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; 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 Peterson & Meyers, P.A., as applicant, on behalf of Pine Ridge Park, LP as Owner, requesting that real property within the city limits of the City of Fruitland Park be rezoned from Agriculture (A) to 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 52.52 ± acres generally located south of Pine Ridge Dairy Road, west of Brookstone Lane and west of CR 468 as described and depicted as set forth on Exhibit "A" shall hereafter be designated as PUD "Planned Unit Development" as defined in the Fruitland Park Land Development Regulations.

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 _____, 2024.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, CMC, 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"

LEGAL DESCRIPTION

PARCEL 1:

W ½ of SE ¼ of NW ¼ and SE ¼ of SE ¼ of NW ¼ of Section 8, Township 19 South, Range 24 East, SUBJECT to reservation of 15 feet along all Section and half-section lines for right-of-way as reserved in deed recorded in Deed Book 159, Page 27, Public Records of Lake County, Florida.

PARCEL 2:

The South one-half (S1/2) of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida.

PARCEL 3:

The West 967 feet of the South ¼ of the Northeast ¼ of Section 8, Township 19 South, Range 24 East, Lake County, Florida. LESS AND EXCEPT Beginning at the Northeast corner of the above described property run South 0° 24' 03" West 140 feet; thence run North 19° 17' 38" W, West 148.36 feet to the North line of the above described property; thence run South 89°57'56" East along the North line 50 feet to the Point of Beginning.

LESS AND EXCEPT: That property described in Warranty Deed recorded in O.R. Book 1233, Page 371, Public Records of Lake County, Florida, described as follows:

That part of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, more particularly described as follows:

The West 342.00 feet of the North 127.37 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida. (Parcel 9-A)

AND

That part of the South ½ of the Southwest ¼ of the Northeast ¼ of Section 8, Township 19 South, Range 24 East, Lake County, Florida, more particularly described as follows:

The South 127.37 feet of the North 254.74 feet of the West 342.00 feet of the South ½ of the Southwest ¼ of the Northeast ¼ of Section 8, Township 19 South, Range 24 East, Lake County, Florida. (Parcel 9-B)

PARCEL 4

The North ½ of the Northeast ¼ of the Southeast ¼ of the Northwest ¼ of Section 8, Township 19 South, Range 24 East, in Lake County, Florida, less the West 265.30 feet of the East 465.30 feet of the North 198.96 feet thereof.

Alternate Key # 2516445, 1740584, 1204097, 2565373

EXHIBIT “B”

Master Development Agreement

THIS MASTER DEVELOPMENT AGREEMENT ("Agreement") entered and made as of the ____ day of _____, 2025, between the **CITY OF FRUITLAND PARK, FLORIDA**, a Florida municipal corporation, (hereinafter referred to as the "City"), and **PINE RIDGE PARK LP**, a foreign limited partnership, (hereinafter referred to as the "Owner/Developer").

RECITALS

1. The Owner/Developer previously annexed into the City of Fruitland Park approximately 52.52 +/- acres of property currently located in unincorporated Lake County, Florida, described in **Exhibit "B"** attached to and incorporated in this Agreement (hereinafter referred to as the "Property").
2. The Property has a future land use designation of City of Fruitland Park Multiple Family Low Density and is zoned Lake County Ag; however, the applicant seeks to change the zoning to Fruitland Park residential PUD.
3. Owner/Developer 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.
4. The City of Fruitland Park has determined that amendment to the existing Master Development Agreement 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.
5. Owner/Developer will fund certain public improvements and infrastructure to facilitate the development of the Property.
6. The Property is within the City limits and the City's Chapter 180, Florida Statutes, utility district, and Owner/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 thereof.

Section 2. Land Use/Development. Development of the Property (the "Project") shall be substantially consistent with the "Concept Site Plan for Pine Ridge Dairy Road" prepared

by Madden Moorhead & Stokes, LLC., dated July 1, 2024 and last revised January 23rd, 2025, attached hereto as **Exhibit "B"** (the "Plan"). All development shall be consistent with City's "PUD" (Planned Unit Development/Residential) zoning district and is subject to City approval at a duly noticed public hearing. As set forth further below, all land use issues addressed herein must be adopted by the City through its regular procedures before being effective.

Section 3. Density. Overall gross density for the Property shall not exceed 4.17 units per acre. Gross acreage is approximately 52.52 acres, and the maximum density shall not exceed 219 units.

Section 4. Phasing. Unless waived by the City in writing, Owner/Developer ~~may~~ must develop the Property in ~~two (2)~~ separate phases consisting of no more than 100 units per phase, but may be less than 100 units per phase. ~~Owner/Developer and~~ shall not proceed to sell lots or homes in subsequent phases until the infrastructure of the previous phase is 50% completed. However, phases may be graded, and infrastructure constructed simultaneously if Owner/Developer so chooses, and all City code provisions are followed.

Phasing of the Project, ~~if any,~~ shall be approved by City staff through the development process. The final phasing plan must be demarcated on the construction plans.

Section 5. Development Standards. City and Owner/Developer agree that the unit mix for development of the Property shall be substantially as follows:

A. 40' Lots Single Family Dwelling Unit (Minimum lot depth 110 ft)

1. Minimum Building Setbacks
 - A. Front: 20 feet
 - B. Front-Garage: 25 feet
 - C. Side: 5 feet
 - D. Side Street 15 Feet
 - E. Rear: 15 feet
2. Minimum Living Area: 1,000 SF
3. Minimum Lot Width: 40 feet
4. Minimum Lot Area: 4,400 SF
5. Maximum Impervious Surface Ratio (Lots): 85%
6. Minimum Open Space (Total Development): 30%

B. 50' Lots Single Family Dwelling Unit (Minimum lot depth 110 ft)

1. Minimum Building Setbacks
 - A. Front: 20 feet

- B. Front-Garage: 25 feet
- C. Side: 5 feet
- D. Side Street 15 Feet
- E. Rear: 15 feet

- 2. Minimum Living Area: 1,000 SF
- 3. Minimum Lot Width: 50 feet
- 7. Minimum Lot Area: 5,500 SF
- 8. Maximum Impervious Surface Ratio (Lots): 85%
- 9. Minimum Open Space (Total Development): 30%

- C. Building Heights. The maximum building height within the Property is 35 feet.
- D. Open Space: A minimum of 30% Open Space shall be provided within the Property.

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

A. Architectural features - All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single-family units. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout development.

- 1) Dormers
- 2) Gables
- 3) Recessed or raised entries.
- 4) Covered porch entries.
- 5) Cupolas
- 6) Pillars or decorative posts
- 7) Bay window (minimum 12-inch projections)
- 8) Eaves (minimum 6-inch projections)
- 9) Front windows with arched glass tops and minimum 4-inch trim

B. Building Materials - Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the Project. The total exterior wall area of each building elevation shall be composed of one of the following:

- 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
- 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
- 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

Section 7. Homeowners Association. Owner/Developer 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, parks and recreation areas, stormwater retention, open space areas, and common areas, unless some or all of those responsibilities are undertaken by a Community Development District pursuant to Section 8 below. Owner/Developer agrees to, at Owner/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 which shall be generally consistent with the Landscape Plan reviewed and approved by the City as part of the PUD. Owner/Developer shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

Section 8. Community Development District. Owner/Developer may 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.

Section 9. Sidewalks. Owner/Developer agrees to construct sidewalks to City standards on at least two sides of all rights of way within the Property.

Section 10. Road Improvements. Owner/Developer shall be responsible for preparing an updated traffic study at the time of submittal of the Phase I preliminary site plan for review and determination of any necessary improvements and dedication of right-of-way required by Lake County, and shall further be responsible for designing and constructing all transportation improvements based on such study and Lake County requirements, consistent with Florida law. The traffic study methodology must be approved by Lake County, and the City of Fruitland Park. Owner/Developer shall be responsible for providing sufficient access for the provision of fire protection and emergency services as required by the Florida

Fire Prevention Code and the jurisdiction(s) having authority. Onsite construction shall not commence until access to the Property is identified and approved as acceptable by all authorities having jurisdiction, including but not limited to the City and Lake County. The City shall, under no circumstances, be financially responsible for the study and/or improvements, consistent with Florida law.

Section 11. Lighting. Owner/Developer shall submit a site lighting plan in conjunction with the final site plan submittal for the Property for City approval. All exterior lighting shall be arranged to reflect light away from single-family residences to the greatest extent possible while providing lighting adequate to ensure safety on road right of way. The poles and streetlights within the Property shall be installed by Owner/Developer and thereafter maintained by the HOA.

Section 12. 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.

~~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. 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 may 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. Utility easements shall be provided in favor of the City in such locations and widths as determined by the City.~~

~~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 will provide impact fee credits to reimburse Owner/Developer for the materials directly related to such oversizing.~~

Section 13. 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. If impact fees are paid at the time a building permit is issued, no additional impact fees are due.~~

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.

~~Owner/Developer shall be required to pay impact fees as established by City from time to time, subject to any applicable credits.~~

~~Owner/Developer agrees to pay all other impact fees, including fire rescue library, water and wastewater impact fees, and 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. Impact fees shall be paid at the time of building permit issuance, after which no additional impact fees shall be owed for an issued building permit. If impact fees increase from the time they are paid until the building permit is issued, Owner/Developer shall pay the incremental increased amount at the time building permits are issued. Prepayment of the utility impact fees and acceptance by City of such fees shall reserve capacity for the prepaid units. 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 platting 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 14. Landscaping/Buffers. Owner/Developer has reviewed the City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner/Developer shall install landscaping as depicted on a landscaping site plan submitted to the City for review and approval prior to such installation.

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

If reuse water is not available at the time of construction of any phase, Owner/Developer may install a temporary irrigation well, in compliance and with all applicable permits from the St. Johns River Water Management District ("District"). Such temporary irrigation well shall be abandoned upon availability of reuse water from the City, in compliance with all City and District regulations.

Owner/Developer shall design and construct, at its sole expense, the interior landscaped areas and islands within the common and parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner/Developer shall maintain such areas until such maintenance responsibilities have been assumed 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/Developer agrees to comply with all applicable City of Fruitland Park Land Development Regulations pertaining to tree removal and replacement.

Owner/Developer agrees to construct all landscape buffers as required by City's Land Development Regulations consistent with the Landscape Plan reviewed and approved as part of the PUD. ~~Developer further agrees to provide additional buffering along the southern portion of the Property as is reasonably requested by City to buffer the Property from the residents located along Spring Lake Road.~~

Existing natural landscaping vegetation may be utilized for and as part of landscape buffers with added plantings in lieu of strictly planted buffers.

Section 15. Stormwater Management. Owner/Developer agrees to provide at 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. 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. If stormwater retention areas are utilized for common open space they must be designed and improved to include recreational amenities approved by the City during the preliminary plat process. As provided in Section 7, the stormwater management system shall be owned and maintained by the homeowners association.

Section 16. Concurrency. A complete concurrency study conforming to the City of Fruitland Park Land Development Regulations 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 shall be subject to any ordinance relating to Proportionate Share Mitigation.

Section 17. 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.

Section 18. 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 19. Solid Waste Disposal Facilities. 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 20. Signage. Owner/Developer 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 and Development Regulations.

Section 21. Amenity Center. Owner/Developer and City acknowledge that the Project may be developed independently or in conjunction with an adjacent property. In the event the Project is developed as a unified development with an adjacent parcel(s), the City acknowledges and agrees that the Amenity Center may be located on the adjacent parcel(s) so long as the residents of the Project have utilization of and access to the Amenity Center.

Section 22. Title Opinion. Owner/Developer shall provide to City, in advance of the City's execution of this Agreement, a title opinion of any 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 23. 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 infrastructures shall be constructed to City standards.

Section 24. 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 25. 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.

Section 26. Governing Law. This Agreement shall be constructed 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 27. Binding Effect: Assignability. This Agreement, once effective, shall be binding upon and enforced by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner/Developer to successive owners. Owners/Developer 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. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 28. 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 or any right, power or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power or privilege hereunder.

Section 29. Exhibits. All exhibits attached hereto and to the ordinance are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 30. 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
Copy to:	Pine Ridge Park LP c/o Moishe Goldshmidt, General Partner 36 Charming Way Lakewood, NJ 08701
Copy to:	Shelton T. Rice, Esq. Peterson & Myers, P.A. 225 East Lemon Street, Suite 300 P.O. Box 24628 Lakeland, Florida 33802-4628 Office: 863.683.6511

Section 31. 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 32. 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 December 31, ~~2030~~2027. In the event the conditions of the Master Development Agreement have not been substantially constructed during the required time period, the term of the 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 33. Amendments. Amendments to the provisions of this Agreement shall be made by the parties only in writing and by formal amendment.

Section 34. 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 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 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:

Pine Ridge Park LP, a foreign limited partnership,

Witness Signature

Print Name
Address: _____

Signature
Moishe Goldshmidt, General Partner

Witness Signature

Print Name
Address" _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____ 2025 by Moishe Goldshmidt, general partner of Pine Ridge Park LP, a foreign limited partnership, on behalf of the partnership. He/she/they are personally known to me or who have produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

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, City Attorney

By:

Chris Cheshire, Mayor

Date:

Attest:

Esther Coulson, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

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

Notary Public, State of Florida

Printed Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A" TO ORDINANCE AND MDA

LEGAL DESCRIPTION

PARCEL 1:

W ½ of SE ¼ of NW ¼ and SE ¼ of SE ¼ of NW ¼ of Section 8, Township 19 South, Range 24 East, SUBJECT to reservation of 15 feet along all Section and half-section lines for right-of-way as reserved in deed recorded in Deed Book 159, Page 27, Public Records of Lake County, Florida.

PARCEL 2:

The South one-half (S1/2) of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida.

PARCEL 3:

The West 967 feet of the South ¼ of the Northeast ¼ of Section 8, Township 19 South, Range 24 East, Lake County, Florida. LESS AND EXCEPT Beginning at the Northeast corner of the above described property run South 0° 24' 03" West 140 feet; thence run North 19° 17' 38" W, West 148.36 feet to the North line of the above described property; thence run South 89° 57' 56" East along the North line 50 feet to the Point of Beginning.

LESS AND EXCEPT: That property described in Warranty Deed recorded in O.R. Book 1233, Page 371, Public Records of Lake County, Florida, described as follows:

That part of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, more particularly described as follows:

The West 342.00 feet of the North 127.37 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida. (Parcel 9-A)

AND

That part of the South ½ of the Southwest ¼ of the Northeast ¼ of Section 8, Township 19 South, Range 24 East, Lake County, Florida, more particularly described as follows:

The South 127.37 feet of the North 254.74 feet of the West 342.00 feet of the South ½ of the Southwest ¼ of the Northeast ¼ of Section 8, Township 19 South, Range 24 East, Lake County, Florida. (Parcel 9-B)

PARCEL 4

The North ½ of the Northeast ¼ of the Southeast ¼ of the Northwest ¼ of Section 8, Township 19 South, Range 24 East, in Lake County, Florida, less the West 265.30 feet of the East 465.30 feet of the North 198.96 feet thereof.

EXHIBIT "B" TO ORDINANCE AND MDA

Concept Site Plan for Pine Ridge Dairy Road prepared by Madden Civil
Engineering

dated 07/01/24, last revised 01/23/2025