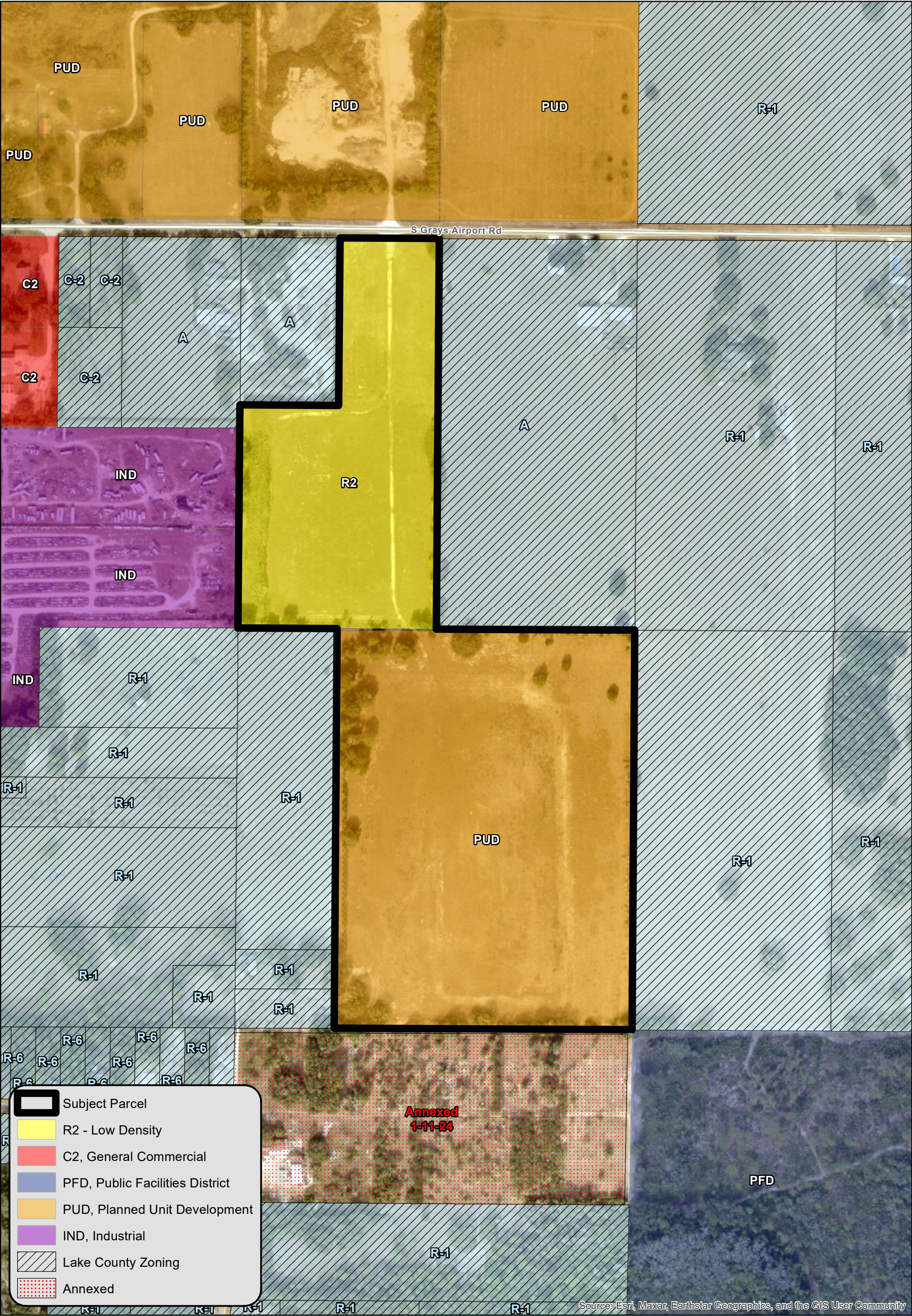
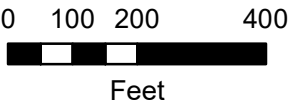




S Grays Airport Rd, Fruitland Park
Zoning Map (Lake County / Fruitland Park)



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

REZONING AND PRELIMINARY PLAN

Owner: James and Barbara Logan

Applicant: Wohlfarth Consultants Group, LLC, Richard Wohlfarth, P.E.

General Location: East of US 27/441 and South of Grays Airport Road

Number of Acres: 48.26 ± acres

Existing Zoning: R-2 and Residential PUD

Proposed Zoning: PUD

Existing Land Use: Single Family Low Density (2 units/acre)

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

Date: December 30, 2024

Description of Project

The applicant is requesting a small scale comp plan amendment to SF Medium Density (4 units/acre) and a rezoning to PUD to develop a proposed 193-unit single family subdivision consisting of 40' and 50' lots. Primary access is proposed off of S Grays Airport Road, an urban collector with secondary access proposed along the southern boundary connecting to the proposed Griffin Preserve PUD which is a 67 unit residential development with 50' lots.

	Surrounding Zoning	Surrounding Land Use
North	PUD	Single Family Medium Density (4 units/acre)
South	PUD	Single Family Medium Density (4 units/acre)
East	Lake County Agriculture and R-1	Urban Low Density (4 units/acre) & Rural Transition (1 unit/5 acres)
West	Agriculture, Industrial, Regional Office	Regional Office (3.0 FAR), Commercial, Industrial

Assessment

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

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

The applicant has not submitted how the proposed amendment is consistent with the comprehensive plan. Staff conducted an analysis as outlined below under Comprehensive Plan.

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

Chapter 154, Section 154.030(11) indicates that a conceptual 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.

The existing PUD allowed for a borrow pit which is no longer needed. In order to accommodate the proposed mixed use house types a rezoning or amendment to the PUD is required.

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

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

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

Any proposed development must comply with the land development regulations including landscape buffers which assist in buffering adjacent uses. The applicant submitted a statement indicating that the current land use is City Single Family Low Density (2 units/net acre) and the proposed amendment to City Single Family Low Density (4 units/acre) which would accommodate the proposed 193 lot subdivision.

Small Scale Comp Plan Amendment

The proposed small scale comprehensive plan amendment consists of 48.26 ± acres and is located east of US Highway 27/441 and south of S Grays Airport Road. For comprehensive plan purposes a maximum development scenario was utilized.

The site is designated as Single Family Low Density (2 units/acre) on the Future Land Use Map and it is proposed to designate the site as Single Family Medium Density (4 units/acre). Under the Single Family Low Density future land use the property could have been developed at a maximum development scenario of 97 residential units pursuant to FLU Policy 1-1.2 and 1-1.3. Under the proposed Single Family Medium Density land use the property could be developed at a maximum development scenario of 193 units (4 units/acre); therefore, the amendment would result in an increase of 96 units. It should be noted that maximum densities and intensities will not be achieved in all cases. Compatibility standards and other LDR regulations including those regulating the interaction between land use districts as related to each specific site's unique characteristics, will determine actual achievable densities and intensities.

The properties to the north and south within the city limits is designated as SF Medium Density (4 units/acre), properties to the east are designated as Lake County Urban Low Density (4 units/acre) and Rural Transition (1 unit/5 net acres), and properties to the west are designated as Lake County Regional Office (3.0 FAR), Industrial and Commercial.

The proposed amendment is compatible with the exiting adjacent land uses and would result in a logical transition between those land uses.

Residential Needs Analysis – The housing element data and analysis indicates the City requires a minimum of 5,460 additional dwelling units to meet the projected need through 2035. The addition of 193 units will assist in meeting this need.

School Impact Analysis – The amendment will increase the impacts to schools, the increase in school age children is from 31 students to 67 students; an increase of 36 students. Please submit adequate school determination or school concurrency reservation.

Existing Land Use Residential Units: 97 SF units

Proposed Development Residential Units: 193 SF units

The anticipated number of students generated by the existing land use is shown in Table 1.

**TABLE 1
STUDENTS GENERATED BASED ON EXISTING DEVELOPMENT**

Lake County Student Generation Rates	
Single-Family >800 SF	
Type	Student Multipliers per Dwelling Unit
High School	0.100
Middle School	0.072
Elementary School	0.140
Total	0.312

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	97	0.140	14		0.145		14
MIDDLE	97	0.072	7		0.059		7
HIGH	97	0.100	10		0.064		10
GRAND TOTAL		0.312					31

The anticipated number of students generated by the proposed land use is shown in Table 2.

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	193	0.157	30	0	0.145	0	30
MIDDLE	193	0.079	15	0	0.059	0	15
HIGH	193	0.114	22	0	0.064	0	22
GRAND TOTAL							67

Traffic Impact Analysis – The amendment will increase traffic impacts as it is an increase in density. S Grays Airport Road is under the jurisdiction of Lake County and is designated as an urban collector roadway. The LOS for S Grays Airport Road is “D”. Results of the trip analysis of the project indicate that the proposed amendment will increase the daily trips by 954 and increase the PM Peak hour trips by 95. The applicant has retained Traffic & Mobility Consultants to conduct a traffic impact analysis (TIA). Further comments by staff will await the results of the TIA.

TRIP GENERATION ANALYSIS

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
SF Residential	193 units	210	1,841	183	110	73
TOTAL GROSS TRIPS (PROPOSED)			1,841	183	110	73

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
SF Residential	97 units	210	887	88	53	35
TOTAL GROSS TRIPS (EXISTING)			887	88	53	35

Net Difference (Proposed Net Generation Minus Existing Net Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	95	57	38

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 2.33 person per household is 450. The estimated water usage is 0.077.

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 0.213 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 2.33 person per household is 450. The estimated sanitary sewer usage is 0.055 (mgd). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining capacity of 0.3 (mgd).

Environmental Analysis – An environmental assessment was conducted by Modica and Associates (Appendix A). There are no wetlands or flood prone areas on the subject site. Results of the assessment indicate the presence of one (1) protected species, the gopher tortoises. A small area of the site is conducive to sand skinks and a coverboard survey may be required. Prior to development, the appropriate regulatory permits will be required. It was also recommended that since the subject site is adjacent to Lake Griffin State Park which utilizes prescribed burning that the proposed homeowners be advised since some people may have respiratory vulnerabilities to the smoke drifting over the site during prescribed burns.

Rezoning

The subject property is currently zoned Planned Unit Development (PUD) and R-2 and the proposed zoning is Planned Unit Development (PUD) for the development of a 193-unit subdivision. The property to the North is zoned PUD which allows for 78-unit development. The property to the west is zoned Agriculture, Industrial and R-1. The property to the south is zoned PUD for the proposed development known as Griffin Preserve which is a 67-lot subdivision consisting of 50' x 115' lots. The property to the east is zoned Agriculture and R-1. The proposed PUD zoning is compatible with the adjacent zonings.

The applicant indicates that the proposed development would serve as a gradual transition between existing single family detached (larger lots) and smaller lots. A twenty-five foot (25') perimeter landscape buffer is proposed which would assist in mitigating the lot sizes and lessen impacts.

Concept Plan

The concept plan identifies 66 lots consisting of 40' x 115' lots and 127 lots of 50' x 115' for a total of 193 lots and a 25' buffer along the property boundary. The concept plan identifies one (1) entrance off of Grays Airport Road with a secondary entrance to the Griffin Reserve development to the south is being proposed consistent with Chapter 157, Section 157.080(a)(1)(C) which requires a minimum of two access points. Should this secondary entrance to Griffin Reserve not be successful, a dual boulevard entry would meet the intent of the code.

The applicant is requesting a 65% maximum Impervious Surface Ratio (ISR) per lot versus a maximum building coverage of 30% per lot.

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. Based on the acreage of the site a minimum of 12.06 acres is required. The plan indicates that the applicant is offering 15.10 acres (31%) of open space and includes the proposed stormwater pond (7.0 acres). 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). The note section indicates that amenities are not determined, they can consist of, but not limited to, tot lot, pocket parks, dog park and passive recreation.

Preliminary Plan

Chapter 157, Section 157.060(d)(3)G) requires the submittal of the tree survey including those trees to be removed and tree mitigation plan. Planning staff defers to the city's engineering comments and recommendations.

Recommendation

Please submit adequate school determination or school concurrency reservation. Please submit traffic impact analysis. Please submit tree survey including trees to be removed and tree mitigation plan.

ORDINANCE 2025-xx

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 SINGLE FAMILY LOW DENSITY TO SINGLE-FAMILY MEDIUM DENSITY OF 48.26 +/- ACRES OF PROPERTY GENERALLY LOCATED EAST OF US HWY. 441/27 AND SOUTH OF GRAYS AIRPORT ROAD; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Wohlfarth Consultants Group, LLC as applicant, on behalf of James and Barbara Logan as Owner, requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation of "Single-Family Medium Density" under the Comprehensive Plan for the City of Fruitland Park; and

WHEREAS, the required notice of the proposed 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 48.26 ± acres generally located east of US Highway 441/27 and south of Grays Airport Road as described and depicted as set forth on Exhibit "A" shall be assigned a land use designation of Single-Family Medium Density under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference.

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

Section 3. 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”

THE WEST 1/2 OF THE NORTH-EAST 1/4 OF THE SOUTHWEST 1/4, LESS ROAD ON THE NORTH, AND THE EAST 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

BEGIN AT THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, RUN SOUTH ALONG THE WEST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT THAT IS 70.00 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; FROM SAID POINT RUN EAST, PARALLEL WITH THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE RUN WEST ALONG THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENT TO FLORIDA POWER CORPORATION RECORDED NOVEMBER 21, 1990, AT O.R. BOOK 1084, PAGE 2 319, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THE ABOVE DESCRIPTION IS 48.26 ACRES.

EXHIBIT B

ORDINANCE 2024-xx

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 48.26 +/- ACRES OF PROPERTY FROM PLANNED UNIT DEVELOPMENT (PUD) AND SINGLE FAMILY LOW DENSITY RESIDENTIAL (R-2) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED EAST OF US HWY. 441/27 AND SOUTH OF GRAYS AIRPORT ROAD; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Wohlfarth Consultants, LLC. as applicant, on behalf of James and Barbara Logan as Owner, requesting that real property within the city limits of the City of Fruitland Park be rezoned from Planned Unit Development (PUD) and Single Family Low Density Residential (R-2) 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 48.26 ± acres generally located east of U.S. Highway 441/27 and south of Grays Airport Road as described as set forth on **Exhibit "A"** and depicted on the map attached hereto as **Exhibit "B"**. shall hereafter be designated as PUD "Planned Unit Development" as defined in the Fruitland Park Land Development Regulations. The Property shall hereafter be developed with a maximum of 193 residential units and according to the Master Development Agreement attached hereto as **Exhibit "C"**, which includes, but is not limited to, the concept plan attached to the Master Development Agreement.

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

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

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

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

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

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

THE WEST 1/2 OF THE NORTH-EAST 1/4 OF THE SOUTHWEST 1/4, LESS ROAD ON THE NORTH, AND THE EAST 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

BEGIN AT THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, RUN SOUTH ALONG THE WEST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT THAT IS 70.00 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; FROM SAID POINT RUN EAST, PARALLEL WITH THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE RUN WEST ALONG THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENT TO FLORIDA POWER CORPORATION RECORDED NOVEMBER 21, 1990, AT O.R. BOOK 1084, PAGE 2 319, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THE ABOVE DESCRIPTION IS 48.26 ACRES.

EXHIBIT “B”

**EXHIBIT “C”
MASTER DEVELOPMENT AGREEMENT**

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

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the ____ day of _____, 2024, between the **CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation**, (hereinafter referred to as the "City"), and James and Barbara Logan, (hereinafter referred to as the "Owner").

RECITALS

1. The Owner owns 48.26 ± acres of property within the City of Fruitland Park, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").
2. The Owner desires to rezone the Property as set forth herein.
3. The Property is currently located within the City of Fruitland Park with 48.26 +/- acres having a future land use designation of "Single Family Medium Density" on the City of Fruitland Park Future Land Use Map and zoned Planned Unit Development (PUD) and Single Family Low Density Residential (R-2).
4. Owner has filed applications rezoning from Planned Unit Development (PUD) and Single Family Low Density Residential (R-2) to City of Fruitland Park "Planned Unit Development" for the Property.
5. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
6. The City of Fruitland Park has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
7. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.
8. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.
9. This Agreement will address development of the 48.26 +/- acres to be developed for residential use.

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

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

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

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Plan" prepared by Wohlfarth Consulting Group, LLC, dated _____ 2024, and attached as **Exhibit "B"** (the "Plan"). The project shall be developed as a residential subdivision. All development shall be consistent with City's "PUD" (Planned Unit Development-) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

Section 4. Permitted Uses for Permitted Uses shall include:

- a. Single family detached residential dwelling units.
- b. Passive and Active Recreation Facilities.
- c. Residential units shall not exceed 193 single family dwelling units.
- d. Temporary modular office uses shall be allowed during construction.
- e. Up to six (6) model homes prior to platting, after approval of the preliminary plan, provided that the model homes shall not be eligible to receive certificates of occupancy for residential use until final plat approval. All off-street parking for model homes shall comply with the requirements in the City's Land Development Code.

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

- a. The minimum living area shall be 1,200 square feet for the single-family detached homes
- b. The minimum lot size shall be 4,600 square feet for the detached single-family homes on 40' x 115' and 5,750 square feet for the detached single-family homes on 50' x 115'.
- c. Minimum lot width for detached single-family shall be 40 feet with a minimum lot depth of 115 feet.
- d. Minimum Setback requirements for detached residential units shall be:

Front: Twenty feet (20')
Garage - Twenty feet (25')

Side: Five feet (5')
Corner Lot - Fifteen feet (15')

Rear: Twenty feet (20')

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

- e. Maximum building height shall be limited to thirty-five feet (35') for single family.
- f. 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.
- g. In order to utilize the stormwater ponds as common open space they shall provide a recreational component such as, but not limited to, walking trails, dog park, or open play fields.
- h. The maximum impervious surface ratio (ISR) per lot is sixty-five percent (65%).
- i. Any zoning standard not specifically listed in this Agreement shall be in compliance with the R-4 zoning district standards and other applicable sections of the Land Development Code.

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

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

- a. The Permittee shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Fruitland Park, including off-site road improvements on South Grays Airport Road, and conveyance of additional right-of-way for South Grays Airport Road.
- b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements including curb and gutter.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes.
- d. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Fruitland Park; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City the road system is in suitable condition and meets City of Fruitland Park requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time
- e. A traffic/transportation study shall be submitted prior to preliminary subdivision plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Permittee.

Section 8. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right

of way. Lighting shall comply with the residential design requirements of the Fruitland Park Land Development Regulations.

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

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

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

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

Section 12. Landscaping/Buffers. Owner has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install and maintain a twenty-five foot (25') landscape buffer type "C" along the PUD perimeter property boundary. All landscaping and tree protection shall comply with Chapter 164 of the City of Fruitland Park Land Development Regulations.

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

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

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

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

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

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

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

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

Section 19. Due Diligence.

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

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

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

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

Section 23. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

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

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

As to City:	City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Anita Geraci-Carver Law Office of Anita Geraci-Carver, P.A. 1560 Bloxam Avenue Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
As to Owner:	James and Barbara Logan P.O. Box 729 Fruitland Park, FL 34731-0729
Copy to:	Fruitland Park Development V, LLC 246 N. Westmonte Drive Altamonte Springs, FL 32714 407-350-9090 Telephone

Section 26. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular

permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

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

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

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

Signature pages to follow

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

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

Witness Signature

By: _____
James Logan

Print Name

Witness Signature

By: _____
Barbara Logan

Print Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by [☐] physical presence or [☐] online notarization this ____ day of _____ by James and Barbara Logan who is personally known to me or who have produced _____ as identification.

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

ACCEPTED BY THE CITY OF FRUITLAND PARK

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

By: _____
Chris Cheshire, Mayor

Date: _____

Anita Geraci-Carver
City Attorney

ATTEST: _____
Esther B. Coulson
City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

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

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

EXHIBIT "A"
LEGAL DESCRIPTION

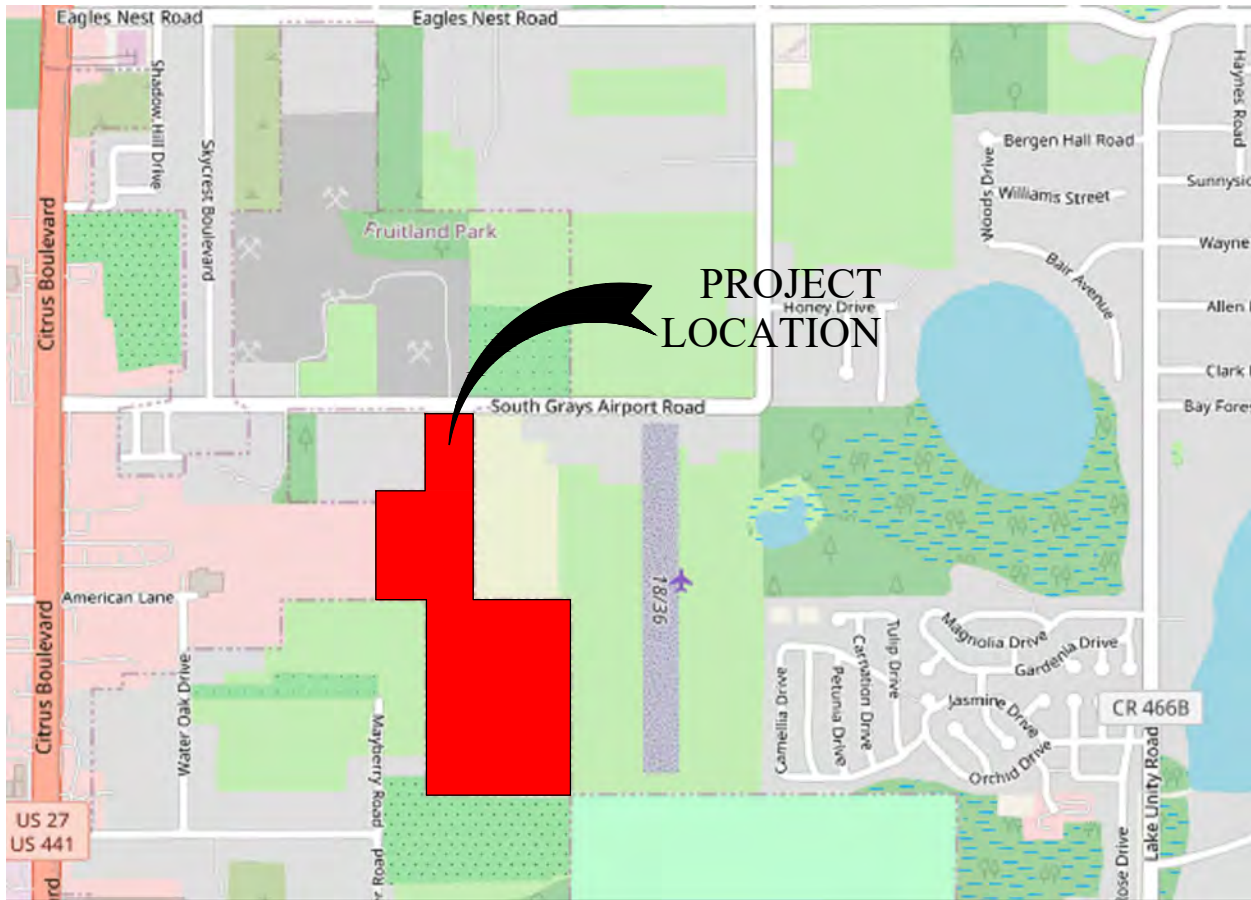
THE WEST 1/2 OF THE NORTH-EAST 1/4 OF THE SOUTHWEST 1/4, LESS ROAD ON THE NORTH, AND THE EAST 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

BEGIN AT THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, RUN SOUTH ALONG THE WEST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT THAT IS 70.00 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; FROM SAID POINT RUN EAST, PARALLEL WITH THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE RUN WEST ALONG THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENT TO FLORIDA POWER CORPORATION RECORDED NOVEMBER 21, 1990, AT O.R. BOOK 1084, PAGE 2 319, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
THE ABOVE DESCRIPTION IS 48.26 ACRES.

EXHIBIT "B"
THE PLAN



LOCATION MAP
NOT TO SCALE

Development Summary				
Single Family				
Land Use	40'x115'	50'x115'		
Logan Property				
North		67		
South	131			
Single Family		198		
Parcels		26.60	Acres	55.12%
Open Space, Parks, Retention, Buffer		14.43	Acres	29.91%
Roads		7.23	Acres	14.98%
Total		48.26		100%

OPEN SPACE AREA PROVIDED			
LOCATION	AREA	AREA	DESCRIPTION
TRACT A	103,240.48	2.37 AC	Buffer West
TRACT B	106,158.62	2.44 AC	Buffer East
TRACT C	11,171.69	0.26 AC	Park
TRACT D	31,006.59	0.71 AC	Park
TRACT E	31,351.22	0.72 AC	Park
TRACT F	345,770.55	7.94 AC	Pond
TOTAL	628,699.15	14.43 AC	

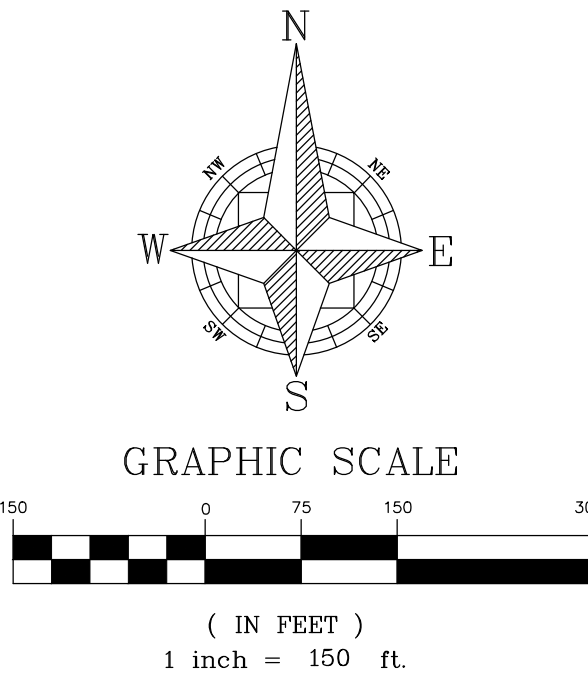
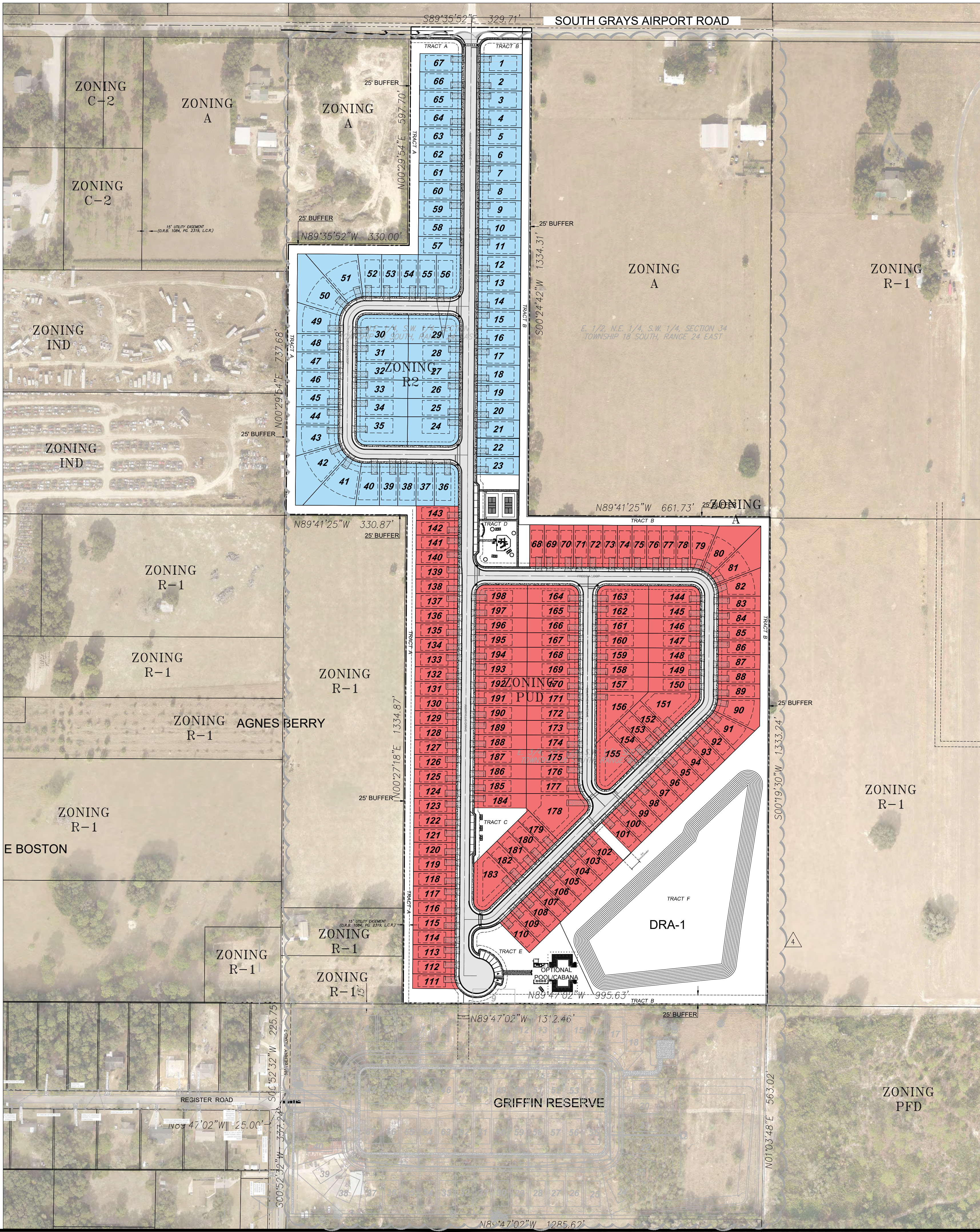
DESCRIPTION: TO:

THE WEST 1/2 OF THE NORTH-EAST 1/4 OF THE SOUTHWEST 1/4, LESS ROAD ON THE NORTH, AND THE EAST 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

BEGIN AT THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, RUN SOUTH ALONG THE WEST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT THAT IS 70.00 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; FROM SAID POINT RUN EAST, PARALLEL WITH THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE RUN WEST ALONG THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENT TO FLORIDA POWER CORPORATION RECORDED NOVEMBER 21, 1990, AT O.R. BOOK 1084, PAGE 2 319, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



DEVELOPER:
FRUITLAND PARK DEVELOPMENT IV, LLC
ATTN: RICHARD C. WOHLFARTH P.E.
1315 S. INTERNATIONAL PARKWAY
SUITE 1101 LAKE MARY, FLORIDA 32746
OFFICE 407-750-3123, CELL 407-350-9090

GEOTECHNICAL:
ANDREYEV ENGINEERING, INC.
CONTACT: NICOLAS ANDREYEV
4055 ST JOHN'S PAR
SANFORD, FLORIDA 32771
407-330-7763
ANDREYEV@GMAIL.COM

ENGINEER/PLANNER/SURVEYOR:
WOHLFARTH CONSULTING GROUP, LLC
1315 S. INTERNATIONAL PARKWAY
SUITE 1101 LAKE MARY, FLORIDA 32746
(407) 750-3123

TRAFFIC IMPACT ANALYSIS:
TRAFFIC AND MOBILITY CONSULTANTS
CONTACT: MOHAMMAD ABDALLAH
3101 MAGUIRE BOULEVARD SUITE 265
ORLANDO, FLORIDA 32803
407-531-5332
MNA@TRAFFICMOBILITY.COM

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

NOTES:

1. WATER & SEWER WILL BE PROVIDED BY THE CITY OF FRUITLAND PARK.
2. FIRE PROTECTION WILL BE PROVIDED BY LAKE COUNTY.
3. STORMWATER WILL BE PERMITTED WITH SIRWMD AND WILL BE OWNED AND MAINTAINED BY THE HOA.
4. AMENITIES ARE NOT YET DETERMINED. THEY CAN CONSIST OF, BUT ARE NOT LIMITED TO, TOT LOT, POCKET PARKS, DOG PARK & PASSIVE RECREATION.
5. ALL PARKING REQUIREMENTS WILL BE PER THE MOST CURRENT CITY OF FRUITLAND PARK LAND DEVELOPMENT REGULATIONS.
6. EXISTING NATURAL LANDSCAPING VEGETATION MAY BE UTILIZED FOR PART OF LANDSCAPE BUFFERS WITH ADDED PLANTINGS IN LIEU OF STRICTLY PLANTED BUFFERS.
7. ECOLOGICAL SITE ASSESSMENTS WERE PREPARED BY MODICA AND ASSOCIATES DATED DECEMBER, 2024. THE CONTRACTOR SHALL REVIEW BOTH REPORTS PRIOR TO ANY CONSTRUCTION, INCLUDING CLEARING, GRUBBING EARTHWORK ETC.
8. THE CONTRACTOR SHALL VERIFY THAT A TORTOISE RELOCATION PERMIT WAS ACQUIRED, AND ALL TORTOISES RELOCATED PRIOR TO ANY CONSTRUCTION TAKING PLACE.
9. THE CONTRACTOR SHALL VERIFY THAT A SANDHILL CRANE SURVEY HAS BEEN COMPLETED AND/OR NOT REQUIRED PRIOR TO ANY CONSTRUCTION. IF CONSTRUCTION IS ANTICIPATED TO OCCUR DURING THE NESTING SEASON, A FORMAL SURVEY SHOULD BE CONDUCTED TO CONFIRM WHETHER OR NOT THERE ARE NESTING SANDHILL CRANES. IF AN ACTIVE NEST IS OBSERVED, A BUFFER ZONE WILL NEED TO BE MAINTAINED DURING NESTING SEASON, UNTIL THE YOUNG HAVE FLEDGED.
10. IT IS RECOMMENDED THAT THE STANDARD PROTECTION MEASURES FOR EASTERN INDIGO SNAKE BE IMPLEMENTED DURING CONSTRUCTION ACTIVITIES. THIS REQUIRES THE PLACEMENT OF POSTERS ON THE PROJECT.

LAND USE

OWNER:
JAMES P. AND BARBRA H. LOGAN
P.O. BOX 729
FRUITLAND PARK, FLORIDA 34713-0729

ACREAGE = 48.26 AC
ALT KEY = 34-18-24-0003-0000-04600
EXISTING ZONING RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD) AND R-2
EXISTING LAND USE SINGLE FAMILY LOW DENSITY
PROPOSED ZONING PUD
BUILDING HEIGHT 35' MAX.
TOTAL UNITS 198 UNITS
(SEE DEVELOPMENT SUMMARY THIS SHEET)

DENSITY 4.10 UNITS PER ACRE
OPEN SPACE REQUIRED 48.26 AC * 0.25 = 12.07 AC
OPEN SPACE PROVIDED 14.43 AC (29.9%)
FLOOD ZONE ZONE X

ZONING NORTH: PUD (PLANNED UNIT DEVELOPMENT)
SOUTH: PUD (PLANNED UNIT DEVELOPMENT)
EAST: COUNTY A AND R-1
WEST: COUNTY A, R-1 AND INDUSTRIAL

FUTURE LAND USE NORTH: SFMD (SINGLE FAMILY MEDIUM DENSITY)
SOUTH: SFMD (SINGLE FAMILY MEDIUM DENSITY)
EAST: COUNTY URBAN LOW AND RURAL TRANSITION
WEST: COUNTY REGIONAL COMMERCIAL, REGIONAL OFFICE & INDUSTRIAL

SINGLE FAMILY DWELLING UNIT:

BUILDING SETBACKS 50' LOTS
FRONT 20' MIN (BUILDING), 25' (GARAGE)
SIDE 5'
SIDE STREET 15'
REAR 15'

MINIMUM LIVING AREA 50 1,200 SF
MINIMUM LOT WIDTH 50
MINIMUM LOT AREA 5,750 SF (50x115)
MAX. IMPERVIOUS SURFACE RATIO (LOTS) 65%
MIN. OPEN SPACE (TOTAL DEVELOPMENT) 25%

40' LOTS
FRONT 20' MIN (BUILDING), 25' (GARAGE)
SIDE 5'
SIDE STREET 15'
REAR 15'
MINIMUM LIVING AREA 50 1,200 SF
MINIMUM LOT WIDTH 40'
MINIMUM LOT AREA 4,600 SF (40x115)
MAX. IMPERVIOUS SURFACE RATIO (LOTS) 65%
MIN. OPEN SPACE (TOTAL DEVELOPMENT) 25%

WATER CITY OF FRUITLAND PARK
SEWER CITY OF FRUITLAND PARK
POWER DUKE POWER

WOHLFARTH CONSULTING
GROUP LLC
ENGINEERS & PLANNERS

246 N. WESTMONT DRIVE
ALTA MONTI SPRINGS, FL 32714
(407) 750-3123

KENSINGTON GARDENS
RESIDENTIAL DEVELOPMENT PLAN

MASTER DEVELOPMENT PLAN
(1" = 150')

DRAWN: TT
DESIGNED: TT
CHECKED: RW
DATE: 5/5/25

SCALE
1" = 150'
PROJECT
2024-083
SHEET
C-3.00

BUSINESS NO. 32108



**DEVELOPMENT REVIEW LETTER
KENSINGTON GARDENS
REZONING, PLANNED DEVELOPMENT, PRELIMINARY PLAN
MAY 21, 2025**

Property Owner(s): James P. and Barbara Logan

Applicant: Fruitland Park Development V, LLC

Email: Rwohlfarth@wcgroup.co

Owner Mailing Address: PO Box 729
Fruitland Park, FL 34731

Applicant Mailing Address: 246 N Westmonte Drive
Altamonte Springs, FL 32714

Project Name: Kensington Gardens

Alt Key(s): 2856351

Project Address: S Grays Airport Road

Dear Mr. Wohlfarth,

Contained herein are the comments following informal TRC review.

City Attorney Review:

See enclosed comment letter.

City Engineer Review:

See enclosed review letter.

City Land Planner Review:

My concern regarding this project is density. The initial application and legal indicated 48.26 acres at 4 units acre would allow 193 units; however, the survey submitted with the preliminary plat and the preliminary plat indicate 45.914 acres which would limit density to 184 units based on the land use of SF Medium Density which limits development to 4 units/acre. The preliminary plat identifies 198 units.

City Building Review:

No comment at time of review letter.

City Code Enforcement Review:

No comments at this time.

City Fire Review:

No comment at time of review letter.

City Floodplain Review:

No comment at time of review letter.

City Manager Review:

While they widened the entry road, I still have concerns with a single entry/exit point from this neighborhood.

City Police Review:

No comment at time of review letter.

City Public Works Department Review:

No comments.

City of Leesburg Utilities Review:

No comment at time of review letter.

City of Leesburg Gas Review:

No comment at time of review letter.

SECO Energy Review:

No comment at time of review letter.

Lake County Fire Review:

No comment at time of review letter.

Lake County Public Schools Review:

We have not received a school concurrency reservation application for the Kensington Gardens project. This project is subject to school concurrency review. The applicant should reach out to the school district for more information on this process.

Lake County Public Works Review:

No comment at time of review letter.

Enc (2)



May 5, 2025

VIA E-MAIL swilliams@fruitlandpark.org

Sharon Williams, Administrative Manager
City of Fruitland Park
506 W Berckman Street
Fruitland Park, FL 34731

Re: Kensington Gardens –Lg Scale Comprehensive Plan, Zoning & Preliminary Plat
1st Review

Dear Ms. Williams:

The comments below are in response to the initial submittal and do not address documents distributed by the City on May 5, 2025 for which comments are due May 19th.

1. Owner affidavit not signed or notarized.
2. Applicant affidavit is not notarized.
3. Complete the Recommendations of Non-Scope Services or Activities identified in the Phase 1 Environmental Site Assessment dated December 6, 2024 prepared by Andreyev Engineering.
4. Until the Commission approves zoning, comments relating to the proposed preliminary plan will not be provided.

If you have any questions or concerns, please contact my office.

Sincerely,

Anita Geraci-Carver



VIA EMAIL echurch@fruitlandpark.org

May 6, 2025

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

**RE: KENSINGTON GARDENS REZONING, PUD, PRELIMINARY PLAT
(AVO 043866.152)
REVIEW #4**

Dear Ms. Church:

Per your email request dated May 5, 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 as it relates to the rezoning, PUD, and Preliminary plan.

However, the following needs to be addressed at final construction plans.

1. Agreement with adjacent property owner on connecting utilities.
2. The strip of property between subject parcel and adjacent owner to be vacated if a ROW if utilities are to cross this property.
3. Cul-de-sac does in provided plat does not match plans; this can be addressed at final plat.

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 "B. Tobias", with a stylized flourish at the end.

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

BJT:ab